BJC

FILED
FEB - 9 1976
LAURENCE [illegible] Clerk
By Barbara Rodgers

AGREEMENT NO. 76-22

(Agreement for Physical Therapist)

THIS AGREEMENT, made and entered into this 2nd day of February, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JAY SEGAL, hereinafter called CONTRACTOR,

W I T N E S S E T H :

Micro Fiched

RECITALS:

1. COUNTY has the need for the services of a physical therapist for a limited period of time to perform physical therapy and associated services for certain residents of Yolo County, as hereinafter specified.
2. CONTRACTOR is a physical therapist licensed by the State of California, and possesses the necessary qualifications to perform such services for COUNTY under the same guidelines as those adopted by the State Crippled Children's services.

AGREEMENTS:

1. CONTRACTOR agrees to perform the following services for COUNTY:
   A. To provide consultative services for CCS - eligible children attending Greengate Development Center in Woodland or other special education or regular programs in Yolo County, and to provide direct treatment to any of the above mentioned children when deemed necessary by the prescribing physician.
   B. To provide direct treatment to children who are residents of Yolo County.
   C. To have responsibility for designated group programs involving students who are residents of Yolo County attending Orchard School.
   D. To provide outpatient therapy to children who are residents

XEROX

of Yolo County at either Orchard School or Greengate Development Center, the location to be determined by the medical team treating the child and by the child's family.

E. To participate in pre-clinical evaluations of children newly referred from Yolo County; said evaluations to be performed at

1) Greengate M.T.U. and/or

2) Orchard M.T.U.

in conjunction and cooperation with the Sacramento County physical therapist.

F. When necessary, to provide home visit consultations with the families of children who are receiving physical therapy with the purpose of coordinating the school and therapy programs being provided to the child with the necessary home management to be provided by the family, and to inform the family as to the requirements of successful home management.

G. To provide consultative services to the Yolo County Public Health nurses, including participation in ~~weekly~~ staff meetings, joint home visits, and case findings.

H. To plan and coordinate MTU clinics for residents of Yolo County, said clinics to be held at Greengate or Orchard Schools. Said duties include all of those listed in the clinic procedures outlined by CCS and shall include coordination of said clinics with the Yolo County Health Department and with other special programs held within Yolo County. The dates of the aforesaid clinics are to be prearranged and listed on a master clinic schedule to be published.

I. To implement and expedite procurement of necessary special equipment for use by residents of Yolo County through a direct liaison with State CCS.

Micro Fiched

J. To maintain adequate and complete records for all child-receiving therapy services by virtue of this agreement.

K. To seek appropriate medical direction for children attending special programs in Yolo County who may require other therapy or medical services.

Micro Fiched

L. To provide in-service training to the staff at the Greengate Development Center, the Yolo County Health Department and other locations deemed necessary by the Director of the Yolo County Health Department.

2. A. COUNTY shall pay CONTRACTOR for services rendered hereunder the sum of FOURTEEN HUNDRED AND THIRTEEN ------DOLLARS ($ 1,413.00) per month as compensation for service rendered. Payment shall be made by COUNTY to CONTRACTOR upon the submission by CONTRACTOR of a claim to COUNTY, and countersigned as approved by the Health Officer of COUNTY. CONTRACTOR also shall be reimbursed for mileage spent in the performance of this agreement consistent with the mileage reimbursement rates in effect for Yolo County Employees on the date of the submission of the mileage claim.

B. COUNTY agrees to provide training for CONTRACTOR as authorized by the State Department of Health, and to compensate therapist for said training; provided, however, that the said training and compensation shall be only that authorized by the State Department for State reimbrusement, and shall require the prior approval of the Director of the Yolo County Health Department.

3. At all times during the performance of this agreement, CONTRACTOR is an independent contractor of COUNTY. At no time will CONTRACTOR be, or be construed to be, an employee or agent of COUNTY for any purpose.

4. The term of this agreement shall be from July 1, 1975 until

June 30, 1976; provided, however, that either party may terminate this agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than 30 days after delivery of said notice.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Jay Segal
JAY SEGAL

CONTRACTOR

FILED

FEB - 3 1976

LAURENCE K. HENIGAN Clerk
By Barbara A. Rodgers Deputy

Micro Fiched

AGREEMENT NO. 76-23

(Agreement for Occupational Therapist)

THIS AGREEMENT, made and entered into this 2nd day of February, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JENNIFER HERRICK, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY has the need for the services of an occupational therapist for a limited period of time to perform occupational therapy and associated services for certain residents of Yolo County, as hereinafter specified.
2. CONTRACTOR is an occupational therapist registered by the American Occupational Therapy Association and possesses the necessary qualifications to perform such services for COUNTY under the same guidelines as those adopted by the State Crippled Children Services.

AGREEMENTS:

1. CONTRACTOR agrees to perform the following services for COUNTY:
   A. To provide direct treatment to children who are residents of Yolo County.
   B. To have responsibility for designated group programs involving students who are residents of Yolo County attending Orchard School.
   C. To provide outpatient therapy to children who are residents of Yolo County at Orchard School, the location to be determined by the medical team treating the child and by the child's family.
   D. To participate in pre-clinical evaluations of children newly referred from Yolo County; said evaluations to be performed at
      1) Greengate M.T.U. and/or
      2) Orchard M.T.U.
      in conjunction and cooperation with the Sacramento County physical therapist.

E. When necessary, to provide home visit consultation with the families of children who are receiving physical and/or occupational therapy with the purpose of coordinating the school and therapy programs being provided to the child with the necessary home management to be provided by the family, and to inform the family as to the requirements of successful home management.

Micro Fiched

F. To provide consultative services to the Yolo County Public Health nurses, including participation in staff meetings, joint home visits, and case findings.

G. To plan and coordinate MTU clinics for residents of Yolo County, said clinics to be held at Greengate or Orchard Schools. Said duties include all of those listed in the clinic procedures outlined by CCS and shall include coordination of said clinics with the Yolo County Health Department and with other special programs held within Yolo County. The dates of the aforesaid clinics are to be prearranged and listed on a master clinic schedule to be published.

H. To implement and expedite procurement of necessary special equipment for use by residents of Yolo County through a direct liaison with State CCS.

I. To maintain adequate and complete records for all children receiving therapy services by virtue of this agreement.

J. To seek appropriate medical direction for children attending special programs in Yolo County who may require other therapy or medical services.

K. To provide in-service training to the staff at Orchard School, the Yolo County Health Department, and other locations deemed necessary by the Director of the Yolo County Health Department.

2. A. COUNTY shall pay CONTRACTOR for services rendered hereunder the sum of TWELVE HUNDRED AND EIGHTY DOLLARS ($1,280.00) per month as compensation for service rendered. Payment shall be made by COUNTY to CONTRACTOR upon submission by CONTRACTOR of a claim to COUNTY and countersigned as

approved by the Health Officer of COUNTY. CONTRACTOR also shall be reimbursed for mileage spent in the performance of this agreement consistent with the mileage reimbursement rates in effect for Yolo County employees on the date of the submission of the mileage claim.

B. COUNTY agrees to provide training for CONTRACTOR as authorized by the State Department of Health, and to compensate therapist for said training; provided, however, that the said training and compensation shall be only that authorized by the State Department of Health for State reimbursement, and shall require the prior approval of the Director of the Yolo County Health Department.

Micro Fiched

3. At all times during the performance of this agreement, CONTRACTOR is an independent contractor of COUNTY. At no time will CONTRACTOR be, or be construed to be, an employee or agent of COUNTY for any purpose.

4. The term of this agreement shall be from October 1, 1975 until June 30, 1976; provided, however, that either party may terminate this agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than 30 days after delivery of said notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

Jennifer Herrick
JENNIFER HERRICK

CONTRACTOR

FILED
FEB - 9 1976
LAURENCE P. HEANGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 76-24

THIS AGREEMENT made and entered into this 2nd day of February, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RETAILERS CREDIT ASSOCIATION OF YOLO COUNTY, Woodland, California, hereinafter referred to as RCA,

W I T N E S S E T H:

XEROX COPY

RECITALS:

1. The Yolo County Probation Office and Yolo General Hospital, departments of the County of Yolo, require the services of a collection agency to collect accounts outstanding; and
2. RCA is an established collection agency operating within the County of Yolo and is willing to aid COUNTY in the collection of outstanding Probation Office and Yolo General Hospital accounts.

Micro Fiched

AGREEMENTS:

1. In consideration of the covenants of COUNTY herein RCA agrees as follows:
   A. To accept any assignment of Yolo County Probation Office and Yolo General Hospital accounts given to it for collection and to expend its best efforts to recover thereon.
   B. To accept as assignments a copy of the billings as used by the Yolo County Probation Office and Yolo General Hospital.
   C. To remit to the Yolo County Probation Office and Yolo General Hospital, respectively, the following percent of the principal amount of moneys recovered on accounts assigned:
      1) 50 percent as to all accounts forwarded by RCA to

another collection agency.

2) 50 percent as to all accounts under $100.00.

3) 50 percent as to all accounts in which legal proceedings result in the commencement of a trial.

4) 100 percent of all moneys collected from any officer or employee of COUNTY that were held by such officer or employee within the scope of his office or employment.

5) As to all other accounts the percentage shall be as follows:

a) 66-2/3 percent on accounts assigned within 90 days after becoming past due, and

b) 60 percent on all other accounts.

Micro Fiched

D. To remit to COUNTY 50 percent of interest collected on assigned accounts.

E. To render statements to the Yolo County Probation Office and Yolo General Hospital as of the 25th day of each month showing name of debtor and the amount recovered together with the total recovery.

F. To review all assigned accounts at six-month intervals and to return the accounts to the Yolo County Probation Office or Yolo General Hospital only when it has determined from an investigation that the account is uncollectible.

G. To furnish in accordance with the provisions of Government Code § 26221 and as a prerequisite to any assignments under this agreement and to maintain during the term of this agreement a bond in the sum of not less than TEN THOUSAND ($10,000) DOLLARS payable to COUNTY and executed by a corporate surety licensed to do business in this State for the faithful performance of the terms and conditions of this agreement.

H. To permit the Auditor of COUNTY upon order of the Board

of Supervisors of COUNTY to make periodic audits of the accounts and books of RCA.

I. To compromise assigned accounts upon agreement of the Probation Officer or Hospital Administrator.

J. To furnish Yolo County Probation Office and Yolo General Hospital with status reports on all assigned accounts on June 30 and December 31 of each year, or oftener, if mutually agreed.

2. IN CONSIDERATION OF THE COVENANTS OF RCA, COUNTY agrees as follows:

Micro Fiched

A. To assign to RCA those Probation Department and Yolo General Hospital accounts that the Probation Officer and Hospital Administrator, respectively, in their discretion deem necessary.

B. To authorize the Probation Officer and the Hospital Administrator to agree to compromise of assigned accounts by RCA.

C. Not to make any redeterminations of debtor's eligibility for assistance or ability to pay that affects any account assigned hereunder without prior consultation with RCA.

3. THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

A. The terms of this agreement shall commence on the 2nd day of February, 1976, and may be revoked by either party upon thirty (30) days' written notice to the other, and any accounts assigned to RCA for collection shall remain with RCA under the terms hereinabove set forth.

B. This agreement supersedes Yolo County Agreements No. 65-150, 69-4 and 70-360, and any other agreements between the parties for the collection of accounts of the Yolo County Probation Office or Yolo General Hospital.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Micro Fiched

RETAILERS CREDIT ASSOCIATION

BY _____

(SEAL)

FORM F-35.
ORIGINAL (White) - To Lessor
DUPLICATE (Blue) - To Lessor
TRIPLICATE (Yellow) - To Department of Finance

AGREEMENT NO. 76-25

AGREEMENT NO. 2-76

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 31st day of December, 19 75,

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept. of Yolo County, hereinafter called the LESSEE:

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland,

Micro Fiched

XEROX COPY

FILED
APR - 8 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

for the term of 6 months commencing on the 1st day of January, 19 76, and ending on the 30th day of June, 19 76, with the right of termination as hereinafter set forth, at the total rental of NINE HUNDRED DOLLARS, payable to the LESSOR in lawful money of the United States, in ~~XXXXXXXXXXXXXXX~~ LUMP SUM PAYMENT of $ 900.00, in advance, on the ///// day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ ///// from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 40th District Agricultural Association at Woodland, California, on or before the ///// day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

and to the LESSOR at

P.O. Box 826, Woodland, California 95695

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

Micro Fiched

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. *Obligation of Lessor.* The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By _____

Secretary-Manager
TITLE

By _____

TITLE

Sheriff's Dept. of Yolo County
LESSEE

By _____

Sheriff
TITLE

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: BOARD OF SUPERVISORS, YOLO COUNTY, CALIF.

APPROVED AS TO FORM

BY _____
County Counsel

Approved
DEPARTMENT OF FINANCE
I hereby certify that all conditions for expenditure of funds in State Administrative Manual Section 1201.13 have been complied with and that this contract form is exempt from review by the Department of Finance.
By _____
OFFICE, DIVISION OF FAIRS & EXPOSITIONS

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required. Submit only the triplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

APPROVED
APR 5 1976
BY _____
Asst. County Counsel

19042 6-86 3700 TAP ① BPO

FILED
MAR - 8 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76- 26

(Agreement for Case Aide Services)

THIS AGREEMENT entered into this 9th day of February, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DAVIS JOINT UNIFIED SCHOOL DISTRICT hereinafter referred to as DISTRICT,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY's Youth Services Bureau has available a Case Aide to perform the services hereinafter enumerated.
2. DISTRICT is desirous of obtaining the services of said Case Aide for and on behalf of the Oliver Wendell Holmes Junior High School, a junior high school located in DISTRICT.

AGREEMENTS:

1. COUNTY, through its agent Youth Services Bureau, shall provide to DISTRICT the general Case Aide services of one Case Aide for the term of this agreement.
2. Said Case Aide will provide general counseling and diversion counseling services to DISTRICT, under the supervision of the principal of Oliver Wendell Holmes Junior High School, and shall be mutually agreed upon by the parties to the agreement.
3. COUNTY agrees that during the provision of services pursuant to this agreement, Youth Services Bureau shall adhere to the rules and regulations of DISTRICT and Oliver Wendell Holmes Junior High School, while the Case Aide is on the premises of said school.
4. In and for consideration of the agreements hereinabove referenced, DISTRICT agrees to pay COUNTY the sum of TWO HUNDRED TWENTY ($220) DOLLARS. Said payment shall be made by

DISTRICT to COUNTY on the submission of a statement to DISTRICT no later than January 10th, 1976. Upon the receipt of said statement, DISTRICT agrees to reimburse COUNTY within a reasonable time.

Micro Fiched

5. Nothing in the foregoing agreement shall be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the Davis Joint Unified School District Board of Education.

6. The term of this agreement shall be from October 1st, 1976, through June 15th, 1976, inclusive.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY DAVID L. BARTON
CHAIRMAN OF THE BOARD OF SUPERVISORS
Original Signed

DAVIS JOINT UNIFIED SCHOOL DISTRICT

BY DANIEL PREDOVICH
DANIEL PREDOVICH, Ph.D.
SUPERINTENDENT
Original signed

FILED
FEB 2 3 1976
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By ..... Deputy

AGREEMENT NO. 76-27

THIS AGREEMENT, made and entered into this 17th day of February 1976, by and between the City of _____/County of Yolo/_____ Special District, hereinafter referred to as CITY/COUNTY/DISTRICT, and the SELECTION CONSULTING CENTER, a public entity organized and established under the Joint Exercise of Powers Act, Section 6500 et seq of the Government Code, hereinafter referred to as the CENTER and:

Micro Fiched

WHEREAS, the CITY/COUNTY/DISTRICT does not have the staff and capabilities to provide the services which are the subject of this agreement,

WITNESSETH: That the parties for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, hereby agree as follows:

I.

The CITY/COUNTY/DISTRICT agrees to participate in the LIBRARIAN SELECTION CONSORTIUM, the purposes of which are:

(a) to survey the methods and standards presently used by the consortium participants to select professional librarians.

(b) to perform a job analysis of the professional librarian class for the purpose of identifying the skills, knowledges and abilities required for successful performance in this class.

(c) to perform a technical review and to provide for a legal review of the minimum qualifications presently required for entry level employment as a professional librarian.

II.

The CENTER agrees to provide to the consortium technical advice and consultation in connection with the purposes set forth in paragraph I; specifically, the Center will:

Micro Fiched

(a) survey the current methods and standards used by the consortium participants to select professional librarians and will provide a written report of the survey results.

(b) perform a job analysis of the professional librarian classification using a sample of consortium participants and provide a written report of the job analysis results.

(c) perform a technical review and to provide for a legal review of the minimum qualifications presently required for entry level employment of professional librarians and provide a written report of the findings.

A more detailed description of the project activities, as amended, is set forth in Exhibits A and B herewith attached and incorporated by reference.

These services will be performed within a seventeen month period commencing with the first meeting of officially designated representatives from a sample of the consortium participants who will be known as the Consortium Steering Committee.

III.

In consideration of the performance of the services described in paragraph II:

(a) the CITY/COUNTY/DISTRICT agrees to reimburse the CENTER in the amount of $1,500.00.

(b) the CENTER shall submit an invoice in advance and the CITY/COUNTY/DISTRICT agrees to pay such invoice within thirty (30) days following receipt thereof.

Micro Fiched

This agreement shall not be considered effective until a valid contract is signed between the DEPARTMENT OF EDUCATION and the CENTER providing that the CALIFORNIA STATE LIBRARY will pay for the costs of the consortium project over and above that amount paid collectively by the consortium participants.

IN WITNESS THEREOF, the parties hereto, by their duly authorized representatives have affixed their hands on the day and year in this agreement first above written.

COUNTY OF YOLO

BY: X Dale L Baston

Chairman, Board of Supervisors
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated: 2-23-76

County Counsel of Yolo County

BY: Jane K Swisher

DIRECTOR
SELECTION CONSULTING CENTER

EXHIBIT A

LIBRARIAN SELECTION PROJECT:

A PROPOSAL

Micro Fiched

Submitted by the

Selection Consulting Center

to the Publicly-Funded

Libraries of the State of California

February, 1975

EXHIBIT B

Revisions dated July 25, 1975 to

Librarian Selection Project: A Proposal

I. Revised Cost Estimates

The original cost of this project was as follows:

Personnel Costs		$ 123,410
Expenses		9,120
10% Fee		13,256
	Sub-total	$ 145,816
Contingent expenses (Committee Meetings)		$ 8,305
	Original Project Cost	$ 154,121
Plus legal review costs		$ 3,360
	TOTAL COST	$ 157,481

Micro Fiched

The original estimates did not include the costs associated with the legal review of the Selection Standards report. The cost estimate of the original project then becomes $157,481.

The revised budget costs are as follows. These estimates include the Selection Standards Questionnaire component which was not a part of the original project.

Personnel Costs	
201 Consultant days @ $250	$ 50,250
107 Analyst days @ $130	13,910
120 Clerical days @ $122	14,640
10 Legal counsel days @ $336	3,360
	$ 82,160
Travel, per diem and auto expenses	$ 9,120
Printing, keypunch and computer expense	7,300
Revised Project Cost	$ 98,580
Contingent expenses (Committee member travel and per diem costs)	$ 8,305
REVISED TOTAL COST	$ 106,885

Please note that the revised projects costs include travel, per diem and car rental expenses at the same rate as in the original cost estimates. The costs for the participants of the various committees to meet periodically also remain the same at $8,505.

Revised costs include a direct estimate of computer, keypunching, and printing costs rather than the addition of 10% as in the original estimates.

The revised estimates reflect a decrease of $50,596 in the cost of the project, even with another project component added in.

The difference in the daily billing rates for our staff reflects decreases in our overhead expenses since the project was originally costed out.

2. Revised Project Timetable

Micro Fiched

The revised timetable is attached and we expect the project to run for 16 months. This appears to be a realistic estimate based on our previous experience with consortium studies. The elapsed time involved in consortium studies is greatly affected by the time for mail-outs to be returned and making arrangements for meetings, etc. and this timetable will depend on the cooperation received from the participating libraries.

Please note that the new component "Selection Standards Questionnaire" is numbered 2a. This preserves the numbering sequence of the original timetable to facilitate easy comparison.

3. Selection Standards Questionnaire

Attached is a description of this new project component which is numbered as 2a in the sequence of activities.

4. Fee Schedule

Total Authorized Positions to mean total budgeted full-time equivalent positions.

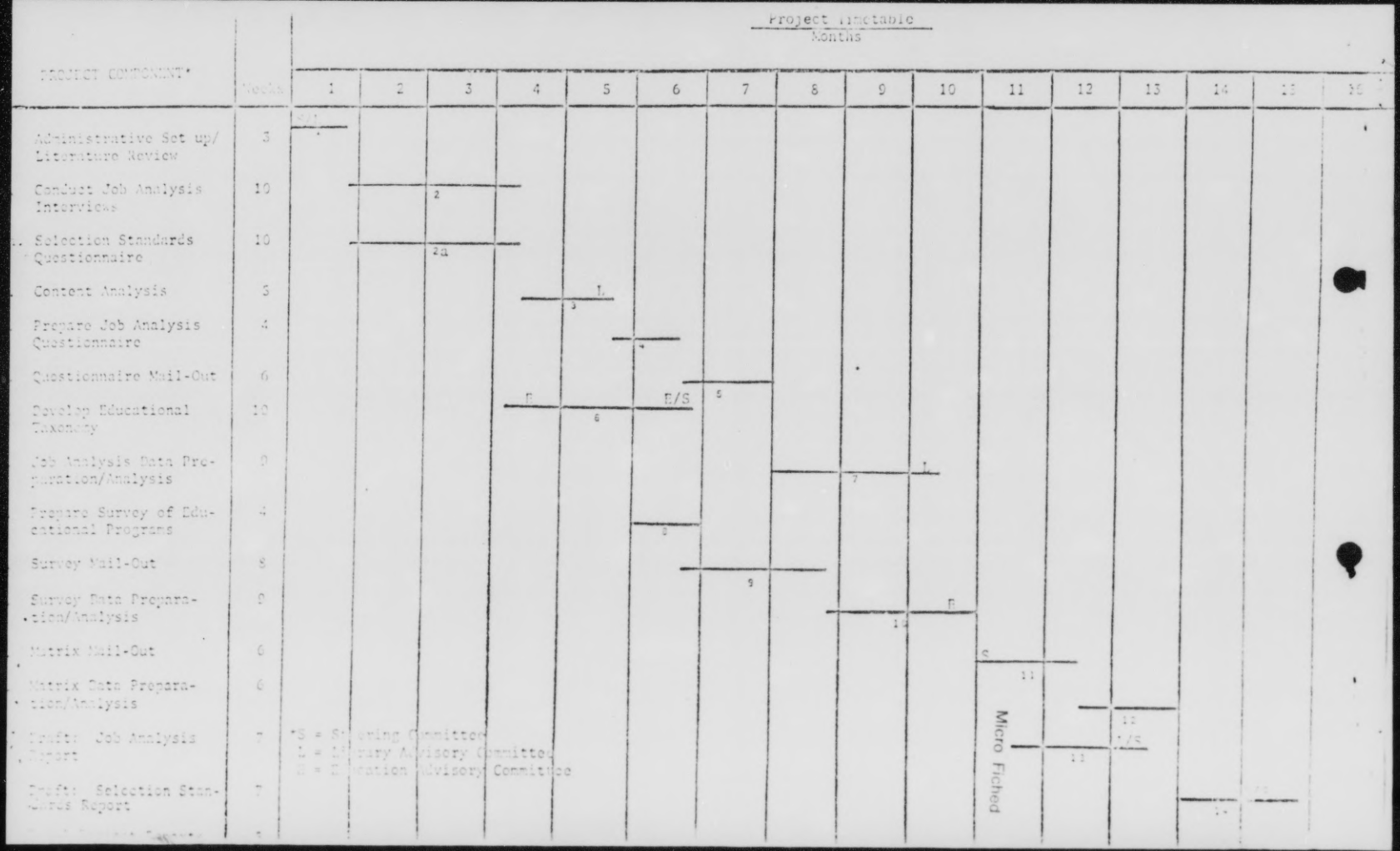
COMPONENT 2a

Selection Standards Questionnaire

The first activity of the project will require each library to complete an extensive questionnaire covering present selection methods and standards. The questionnaire will serve two major purposes. First, it will provide a comprehensive picture of the scope and variety of selection standards used throughout the State. Second, since the ultimate goal of this study is the implementation of improved selection systems, we need to establish a baseline at the beginning of the study.

Micro Fiched

The results of the questionnaire will be tablulated and presented to the participating libraries. The data will be presented in the form of graphs, charts, frequency tables, etc. and no participating agency will be identified on an individual basis.


Project Timetable
Months
PROJECT COMPONENT*
Weeks
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
Administrative Set up/ Literature Review
3
Conduct Job Analysis Interviews
10
Selection Standards Questionnaire
10
Content Analysis
5
Prepare Job Analysis Questionnaire
4
Questionnaire Mail-Out
6
Develop Educational Taxonomy
10
Job Analysis Data Preparation/Analysis
9
Prepare Survey of Educational Programs
4
Survey Mail-Out
8
Survey Data Preparation/Analysis
9
Matrix Mail-Out
6
Matrix Data Preparation/Analysis
6
Draft: Job Analysis Report
7
Draft: Selection Standards Report
7
*S = Steering Committee
L = Library Advisory Committee
E = Education Advisory Committee
Micro Fiched

Bck

AGREEMENT NO. 76-28

THIS AGREEMENT made and entered into by and between YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a governmental entity, hereinafter called DISTRICT, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, DISTRICT maintains a radio station vault on Bald Mountain, Yolo County, State of California, and has installed therein its power generator, radio equipment and incidental facilities in and adjacent to said building, commonly referred to as VAULT and hereinafter so called; and

WHEREAS, COUNTY desires to install its radio equipment in said vault, and District is willing to permit same, subject to certain terms and conditions:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DISTRICT does hereby lease to County space within said vault for the installation of COUNTY'S radio equipment (said space to be sufficient to accommodate eight (8) standard cabinets). The location of said space shall be as designated upon the sketch attached hereto and marked Exhibit "A". The installation of the COUNTY'S equipment, including Towers 1, 2 and 3, shall be done by the COUNTY in a good and workmanlike manner and to the satisfaction of DISTRICT'S representatives in charge.

2. Attention is directed to Paragraph 14a of the DISTRICT'S lease agreement with Pacific Gas and Electric Company, a copy of which is attached hereto as Exhibit "B". COUNTY'S radio equipment shall be installed, operated and maintained in accordance with the highest engineering standards now or hereafter generally employed. In the event that the installation, operation or maintenance of

said equipment shall create any interference with the operation of Pacific Gas and Electric Company's equipment or the equipment of any other person, company or agency occupying space on Bald Mountain, the COUNTY shall comply with all requirements stated in Paragraph 14a of Exhibit "B" hereto. In addition, COUNTY shall collaborate with and abide by recommendations of DISTRICT'S engineers or representatives for the purpose of eliminating interference with the equipment of any other person, company or agency authorized by the DISTRICT to occupy space on the leased premises.

Micro Fiched

3. DISTRICT shall provide COUNTY regular commercial power and emergency standby power for the operation of its radio equipment. COUNTY shall pay DISTRICT therefor the following "flat rate" amounts which shall include all commercial and standby power consumption required by COUNTY:

Each rack space occupied.....$66.00 per year.

DISTRICT shall not, however, undertake to supply said emergency standby service except where the same shall be required for use by DISTRICT. DISTRICT makes no warranty of the reliability of such generated standby power service.

4. COUNTY shall pay to DISTRICT an annual rent of One Thousand Dollars ($1,000.00) payable semi-annually in installments of Five Hundred Dollars ($500.00) on December 31st and June 30th of each year. Power charges as outlined in Paragraph 3 above shall be paid semi-annually in two equal installments on the same dates as rent installments.

5. COUNTY shall indemnify and hold the DISTRICT free and harmless from and against any and all liability, expenses, claims, costs, suits and damages arising out of or in any way connected with COUNTY'S use or occupancy of the premises herein demised.

6. COUNTY shall not sublet all or any portion of the space subleased to them without first obtaining the written consent of DISTRICT thereto.

7. Attention is directed to Exhibit "B" hereto. In accordance with the second unnumbered paragraph following Paragraph 15 of said Exhibit "B", COUNTY shall enter into a road maintenance agreement with Pacific Gas and Electric Company to provide for the COUNTY paying its share of annual road maintenance costs.

Micro Fiches

8. This agreement shall be for a period of five (5) years from April 1st, 1976, provided, however, that either party may terminate this agreement at any time by giving written notice to the other party of such termination three (3) months in advance of the effective date of such termination. In the event this agreement shall be terminated for any reason prior to the expiration of any semi-annual period which rental has been paid, DISTRICT shall refund to COUNTY such proportional part of said semi-annual rental as has been paid in advance by COUNTY.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the 17th day of February, 1976.

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY _____
CHAIRMAN OF THE BOARD

ATTEST:

BY _____
SECRETARY

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Bald Mountain - Yolo County

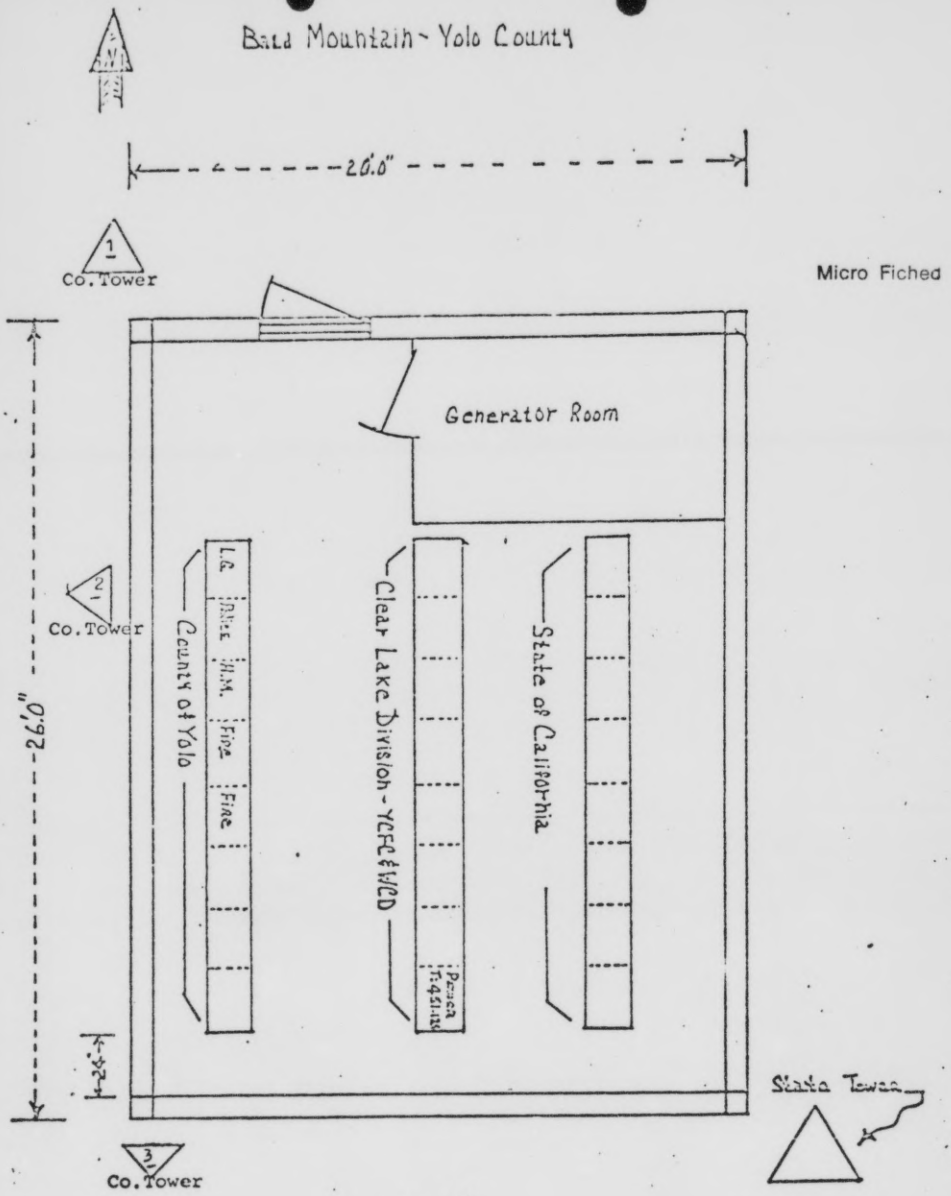


EXHIBIT "A"

REVISED 1-1-67
LEASE OF ACREAGE LAND

L-4200-091

THIS LEASE AGREEMENT made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Lessor, and YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT of Yolo County, State of California, hereinafter called Lessee,

WITNESSETH that in consideration of the promises of Lessee herein Lessor does hereby let unto Lessee for the term commencing March 1, 19 69 and ending at the close of February 29, 19 84, for the purpose of construction, maintenance and operation of a communication radio location station thereon and for no other purpose and upon the terms and conditions herein specified, those certain premises lying and being situate in the County of Yolo, State of California, described as follows, to-wit:

The area measuring 20' x 26' labeled "Proposed Radio Vault" on the drawing #00029 attached hereto and hereby made a part hereof.

Micro Fiched

Excepting therefrom, and reserving to Lessor, any and all aqueducts, electric lines, communication lines, pipe lines and other installations on said premises used by Lessor in the conduct of its business, and the right to reconstruct, maintain, and use the same, together with the right of ingress thereto and egress therefrom over and across said premises.

The total rent for said premises for said term is the sum of $ 4,500 which Lessee will pay as follows, namely:

$300 upon execution and delivery hereof and thereafter $300 on or before the first day of March in each of the years during the term hereof.

Co.Rover

EXHIBIT B

Lessee hereby agrees to hire said premises for the aforesaid term and strictly to observe and perform the following respective conditions and covenants, to-wit:

1. Lessee will pay said rent to Lessor at the latter's office at 245 Market Street, San Francisco, California, in lawful money of the United States, in the manner and at the times above specified.

2. Lessee will not suffer, commit or permit any waste or nuisance to occur or exist on said premises during the term hereof, or attempt to assign this lease, or sublet said premises or any part thereof, without first having obtained the written consent of Lessor thereto.

Micro Fiched

3. Except with the written consent of Lessor first being had, Lessee will not use any water of Lessor on or adjacent to said premises, other than such water as Lessee may develop by means of springs thereon.

4. Lessee will observe due diligence and care in maintaining said premises and all fences, buildings and improvements thereon in proper condition and to the satisfaction of Lessor, and at the expiration or other termination of this lease surrender same to Lessor in as good condition as same now are in, reasonable use and wear and damage by the elements excepted.

5. Lessee will comply with all laws which may from time to time be in force relating to the extermination of rodents or other vermin or noxious weeds on said premises, and in this respect agrees to indemnify Lessor against and to hold it harmless from any and all loss, expense and liability that may result from Lessee's failure so to do.

6. If Lessee shall make default in respect to the payment of said rent or the performance or observance of any of the respective covenants and conditions herein specified this lease shall at the option of Lessor forthwith terminate, and in that event it shall be lawful for Lessor thereupon to enter forthwith upon said premises and to retake possession thereof and to remove Lessee therefrom. Should Lessor commence any court action or proceeding to collect any installment of rent hereunder or to recover the possession of said premises, or to cancel this lease, and judgment shall be rendered therein in its favor, the court in any such action or proceeding may fix and tax as costs a reasonable sum as and for the fees of Lessor's attorneys therein.

7. Should Lessee with the consent of Lessor, express or implied, hold over possession of said premises after the term hereof, such holding shall be deemed a tenancy from month to month, at a monthly rental of $ 25.00 , payable in advance, and on the terms and conditions herein stated.

8. No building or other structure shall be erected by or for Lessee on said premises without prior written consent from Lessor.

9. Lessee will pay and discharge all bills for labor and materials furnished during the term hereof at Lessee's instance and request for use upon said premises, and be solely liable for all injury to persons or damage to property caused by Lessee, or by the latter's servants, agents or employees,

and in this respect Lessee agrees to indemnify Lessor against and to hold it harmless from liability for any and all claims, demands and causes of action that may be made or brought against it arising out of, due to or in any way connected with any claims or liens for labor or materials or for injury to persons or damage to property.

Micro Fiched

10. Lessee will pay all taxes levied or assessed during the term hereof against any and all improvements which may be constructed by or for Lessee on said premises.

~~11. Lessor hereby reserves the right, exercisable at any time or times during the term hereof, (a) to make such temporary or permanent use of said premises, or any portion thereof, as it shall deem necessary or convenient in connection with the conduct of its various public utility businesses, (b) to sell, exchange or lease the whole or any portion of said premises, and (c) to grant easements in, on and across said premises for any and all purposes. If Lessor shall so desire to utilize the whole or any portion of said premises, or to sell, exchange or lease the whole or any portion thereof, or grant easements therein, and shall give Lessee at least ___ days written notice to that effect containing a description of the lands so to be utilized, sold, exchanged or leased, or the easement to be granted, this lease shall as to the lands so described forthwith terminate upon the expiration of the period so designated. If the lands so described shall include the whole of said premises Lessor will pay or tender to Lessee such portion of any rent which may have been paid in advance for the then current year as would otherwise have been applicable to the remainder of such current year next succeeding the date when such tenancy will terminate by virtue of such notice, but in case the lands so described shall include only a portion of said premises then this lease shall not be affected as to the balance of said premises and Lessor shall thereupon repay to Lessee such proportion of the rent then paid for the then current year as the acreage in the lands described in such notice shall bear to the entire acreage of said premises and as the balance of said current year from the expiration of said notice shall bear to the entire current year; except, however, that refunds for grazing leases shall be made on the basis of the unexpired portion of the current grazing season. After the expiration of said current year and throughout the remaining term of this lease there shall be a reduction of the rate of rental hereunder in proportion as the acreage in the lands described in such notice shall bear to the entire acreage of said premises.~~

12. Any waiver, either express or implied, by Lessor of any breach of any promise or condition or term hereof shall not be construed or claimed to be a waiver of any other breach of any condition, promise or term hereof.

13. If two or more persons are designated herein as Lessee, the obligations herein of Lessee shall be the joint and several obligations of all persons herein designated as Lessee.

14. This lease is personal to Lessee.

14a. Lessee's radio equipment shall be installed, operated and maintained in accordance with the highest engineering standards now or hereafter generally employed. In the event that the installation, operation or maintenance of said equipment shall create any interference with the operation of Lessor's equipment installed adjacent thereto, or the equipment of any other person, company or agency authorized by Lessor to occupy space on said leased property, Lessee shall collaborate with and abide by recommendations of Lessor's engineers for the purpose of eliminating such interference.

15. Time is of the essence of the provisions hereof.

Lessor further extends to Lessee its consent to Lessee's use of Lessor's Bald Mountain Road shown on the three sheets of drawing B-4769, also attached hereto and made a part hereof, with the provisions that Lessee shall pay its share of annual road maintenance costs and shall secure such additional rights as it shall require from the owners of the fee underlying those portions of said road not on land of Lessor.

Micro Fiched

Lessor consents to Lessee's subletting of space in the vault to be constructed hereunder and to the use by Lessee's tenants of said Bald Mountain Road, provided that said tenants secure such additional rights as it shall require from the owners of the fee underlying those portions of said road not on land of Lessor and, further, that said tenants enter into separate road maintenance contracts with Lessor.

The rights conveyed hereby are subject to all of the provisions of General Order Number 69-B of the Public Utilities Commission of the State of California in like manner as though said provisions were expressly set out herein.

Lessor does hereby give to Lessee the right and option of extending the term hereof for the further period of ten (10) years from and after March 1, 1984, at a rental and under conditions to be established at that time by agreement between the parties. Lessee may exercise said option any time prior to the expiration of the original term hereof either by service written notice of its exercise thereof on Lessor personally or by mailing written notice of its exercise thereof to Lessor at 245 Market Street, San Francisco, California, 94106.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 10th day of January, 1969.

PACIFIC GAS AND ELECTRIC COMPANY

By E E Hall
Its Manager, Land Department

And By [illegible]
Its Secretary

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By [illegible] President

By [illegible] Secretary

FILED

APR - 7 1976

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973

RAF - VI - 1/19/76 - 21325/321-2

YOLO COUNTY AGREEMENT NO. 76-29

Mile Post AE-92.1-X-N

RECORDED AT REQUEST OF
178980

C.S. 7367

DEED
57428
AUDIT

STREET OR HIGHWAY EASEMENT

This Indenture, made this 11th day of March, 1976, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein called "Railroad", and COUNTY OF YOLO, a political subdivision of the State of California, 292 West Beamer Street, Woodland, California 95695, herein called "Grantee".

Micro Fiched

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

By L.B. Blake
(Title) Asst. Contract Dept.

Attest: _____
Assistant Secretary

Approved as to Form
Dated _____
County Counsel of Yolo County

COUNTY OF YOLO,

By _____
Chairman, Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN
Clerk, Board of Supervisors

BY Barbara A. Rodgers D

EXHIBIT "A"

EASEMENT TO COUNTY OF YOLO FOR IMPROVEMENTS
TO COUNTY ROAD #96 (PUC AE-92.1) - DUFOUR, CALIFORNIA

A strip of land 60 feet wide situate, lying and being in Sections 34 and 35, Township 11 North, Range 1 East, Mount Diablo Base and Meridian, County of Yolo, State of California, lying equally 30.0 feet on each side of the following described center line:

Micro Fiched

BEGINNING at the point of intersection of the southwesterly line of land (100 feet wide) of Southern Pacific Transportation Company with a line common to said Sections 34 and 35; thence North 0° 06' West along said common line, 157.21 feet to a point in the northeasterly line of said Company's land.

The side lines of the above described 60 foot wide strip of land terminate in said northeasterly and southwesterly lines of said Company's land.

Said strip of land contains an area of 0.217 of an acre, more or less.

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 24th day of March in the year One Thousand Nine Hundred and Seventy six before me, GENE H. ELLINGER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(One Market St.)

L. D. Plake and A. G. Richards

known to me to be the Manager, Contract Department and Assistant Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the person S who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

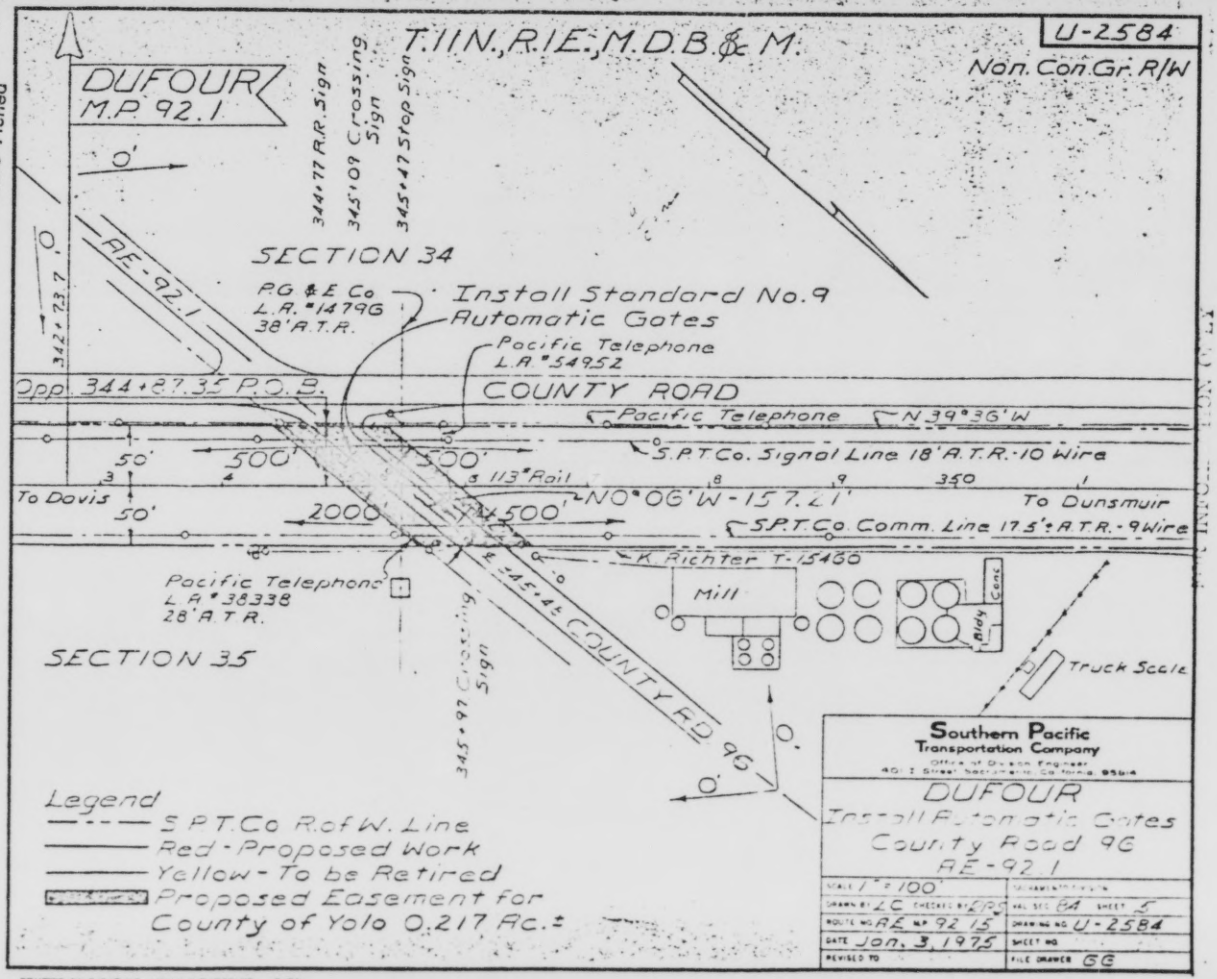
GENE H. ELLINGER
NOTARY PUBLIC
CITY AND COUNTY OF

Corporation

Gene H. Ellinger
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires July 11, 1979

Micro Fiched



PRINTED ON DIEPO NO. 1000H CLEARPRINT 8-78

BOOK

AGREEMENT NO. 76-30 Contract No. 5045

COOPERATIVE AGREEMENT
Between
STATE OF CALIFORNIA
DEPARTMENT OF REHABILITATION
and
COUNTY OF YOLO

FILED
JUL 2 3 1975
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

WHEREAS, there are now served in the County of Yolo, Yolo County Mental Health Service (hereinafter referred to as "Agency") mentally and/or physically handicapped individuals, who are believed to be eligible for and in need of vocational rehabilitation services, and

Micro Fiched

WHEREAS, such services have not been adequately provided in Agency, and

WHEREAS, Department of Rehabilitation (hereinafter referred to as "Department") and Agency have developed a Cooperative Vocational Rehabilitation Program (hereinafter referred to as "Program") to serve physically and/or mentally handicapped individuals within a community setting, and

WHEREAS, Department and Agency desire to cooperate in the conduction of such Program, and

WHEREAS, the undersigned parties are authorized by Sections 6500 et.seq. of the Government Code and Section 19013, together with Division 5, Part 1, of the Welfare and Institutions Code.

NOW THEREFORE, Department and Agency agrees as follows:

1. To jointly conduct Program for the primary purpose of assisting in the vocational habilitation or rehabilitation of physically and/or mentally handicapped individuals. Program will reflect newly created and/or coordination of services drawing from the resources of Agency and Department.

2. That only individuals in need of evaluation to determine eligibility or handicapped individuals who have been certified as eligible for vocational rehabilitation services or have been determined to be in need of extended evaluation to determine eligibility, shall be served by Program.

3. That Department will:

   a. Assign to serve as Program staff such Department employed vocational rehabilitation counselor or counselors and other personnel that are required to discharge its functions as it is or may be required under the provisions of the "Rehabilitation Act of 1973", Public Law 93-112, as said

Act may be amended, and the "State Plan for Vocational Rehabilitation".

Micro Fiched

b. Provide administrative, supervisory, technical and consultative services which are necessary to fulfill its responsibilities under the terms of this agreement.

c. Specify the nature and scope of services to be provided by Department.

d. Determine and certify the eligibility of all individuals acceptable for services.

e. After consultation with Agency, develop and establish an annual budget.

f. Authorize all vocational rehabilitation expenditures as provided in the annual budget.

g. Provide suitable space for staff assigned to Program and such building maintenance, utilities and custodial help as may be necessary to service said space.

h. Perform such other duties and functions as it deems necessary to implement the Program.

4. That Agency will:

a. Provide all necessary Agency services to individuals to which they are entitled under Program at no cost to Department.

b. Cash Transfer

Pay to Department quarterly in arrears, from non-Federal funds available to Agency, one-fifth of Department's costs in carrying out Program, provided however, that such payment shall be in accordance with Agency's share as set forth in the initial and subsequent annual budgets herein provided for.

c. Assist Department in formulating annually by January 31, a budget for the ensuing fiscal year which will specify Department staff and resources and which shall be submitted

to Department for approval.

d. Maintain accounts and records in connection with Program for a period of three (3) years after termination of this agreement.

Micro Fiched

e. Submit to Department such reports and such original or photocopied accounts and records, as Department may deem necessary to discharge its obligations under State law or to the Federal government.

f. Provide to the appropriate member of the Department staff access to all Agency records and evaluations of individuals referred to the Program. This will be done with the consent of the patient. If his consent cannot be obtained, the referral to the Department will not be made.

g. Will abide by Assurance of Compliance with the Federal Department of Health, Education and Welfare regulations under Title VI of the Civil Rights Act of 1964, identified as Exhibit "A", attached hereto, and by this reference made a part hereof.

h. Perform such other duties and functions as set out in writing by Department within scope of Program.

5. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112) and the Fair Employment Practices Act (FEPA) commencing with Section 1410 of the Labor Code, Agency agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefit of, or be subject to discrimination in the performance of this agreement.

6. That Department, through its rehabilitation administrator, will supervise Program. Notwithstanding any other provisions of this agreement to the contrary, Department shall constitute the sole State agency authorized to supervise and direct the furnishing of vocational rehabilitation services as is or may be required

under the provisions of the "Rehabilitation Act of 1973", Public Law 93-112, as said Act may be amended, and the "State Plan for Vocational Rehabilitation".

Micro Fiched

7. That Department shall not be obligated to reimburse Agency for any contributions made by Agency in accordance with the approved budget, it being understood that any matching funds obtained by Department from the Federal government will inure to Department.

8. That Department will evaluate in accordance with Federal and State requirements the results of Program on the same basis as the continuing evaluation of Department's other programs to determine the number and characteristics of physically and/or mentally handicapped individuals who are able to obtain and retain employment as the result of Program.

9. That this agreement shall become effective July 1, 1976, operate for a period of three (3) years, and shall terminate on June 30, 1979, except that either party to this agreement may terminate its obligation hereunder upon ninety (90) days written notice to the other party hereto.

10. That the vocational rehabilitation services will be provided at 201 West Beamer, Woodland, California, and will be reviewed and updated annually by Department's rehabilitation administrator or his designee.

11. That this agreement may be amended by mutual consent providing such amendments are in conformity with the "State Plan for Vocational Rehabilitation".

12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows: To Agency at 213 West Beamer Street, Woodland, California 95695. To Department at 722 Capitol Mall, Room 4099, Sacramento, California 95814. Nothing herein contained shall preclude the giving of

any such written notice by personal service.

13. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

Micro Fiched

14. Continuation of this contract into fiscal years after June 30, 1977, is contingent upon availability of Federal funds to the Department and the availability of non-Federal funds to the Agency. The annual budget perscribed in Paragraph 3.e. shall contain a certification of such availability of funding and be signed by both parties to the agreement and will be effective on approval by appropriate State agencies as required by law.

****

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 17th, day of February, 1976.

STATE OF CALIFORNIA
Department of Rehabilitation

By _____
Chief, Administrative Services Division

(NAME OF AGENCY) YOLO COUNTY

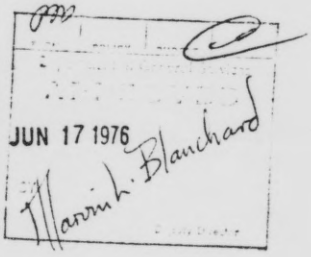
Micro Fiched

By _____
Title CHAIRMAN, BOARD OF SUPERVISORS COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK
By _____
Title Deputy

H. Lucas for Harry Towne
PROGRAM SUPPORT DIVISION

FOR DEPARTMENT OF GENERAL SERVICES USE ONLY



I hereby certify that all conditions for exemption set forth in S.A.M. Section 1209 have been complied with and this document is exempt from review or approval by the budget staff, Department of Finance.

_____
Authorized Signature

BUDGET PAGE FOR 1976-77 FISCAL YEAR
COUNTY OF YOLO
YOLO MENTAL HEALTH SERVICE
Continuing Program

SERVICES	UNIT	PROGRAM COSTS	TOTALS
Vocational Services - Counseling and Support Services	1@ 2.32 psns	$ 32,686	
Less Salary Savings (2%)		- 654	Micro Fiched
		$ 32,032	
Plus Staff Benefits (22%)		7,047	
Total Personal Services			$ 39,079
Operating Expenses			
General Expense	$ 1,477		
Communications	1,295		
Travel	1,281		
Staff Development	201		
Rent	2,941		
Case Services	39,274		
Contractual Services - Medical Consultation	452		
Total Operating Expenses			$ 46,921
Total Expenditures			$ 86,000
Administrative Overhead (12%)			$ 10,320
Total Budget			$ 96,320
Source of Funds:			
Agency:			
Cooperative Agency (2%)	$ 1,926		
Short-Doyle Reimbursement (18%)	17,338		
Total Agency Share (20%)	$ 19,264		
Department:			
Federal Funds (80%)	77,056		
Total	$ 96,320		

EXHIBIT A

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY AND DEPARTMENT HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CRF Part 80) issued pursuant to that title, to the end that, in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Micro Fiched

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the AGENCY by the Department, this assurance shall obligate the AGENCY, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the AGENCY for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the AGENCY for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the AGENCY by the Department, including installment payments after such date on account of AGENCIES for Federal financial assistance which were approved before such date. The AGENCY recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the AGENCY, it successors, transferees, and the assignees.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE

COUNTY OF YOLO

WHEREAS, there has been presented to this Board of Supervisors a Cooperative Agreement, Contract No. 5045, by and between the County of Yolo and the State of California, Department of Rehabilitation, by the terms of which provision is made to conduct a program in vocational rehabilitation of physically and/or mentally handicapped individuals, effective July 1, 1976 until June 30, 1979, and

WHEREAS, it appears proper and to the best interests of the County of Yolo that said contract be executed,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the County of Yolo agrees to enter into and be bound by the terms of the said contract, and that the Chairman of the Board of Supervisors be, and hereby, is authorized and directed to execute said contract on behalf of the County of Yolo.

****

The foregoing Resolution is a true copy of a resolution which was duly and regularly adopted by the Board of Supervisors of County of Yolo on _____.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of said Board of Supervisors, this _____ day of _____.

_____

Title

Micro Fiched

COOPERATIVE
VOCATIONAL REHABILITATION PROGRAM
between the
YOLO COUNTY MENTAL HEALTH SERVICES
and the
CALIFORNIA STATE DEPARTMENT OF REHABILITATION

Micro Fiched

I. Need

The Yolo County Mental Health Services and the Department of Rehabilitation recognize the need for, and are mutually interested in, providing vocational rehabilitation services to mentally disabled citizens. The rapid increase in population and the consequent increase in the number of mentally disabled, requires a concerted effort to apply the best rehabilitation techniques in the most effective way. The problem of mental disability is enormous. To meet the problem, diagnosis, treatment and rehabilitation must go hand in hand. Rehabilitation can help reduce the cost of maintaining the program of custodial care and treatment. It will reduce the cost to the State economy in the loss of individuals from the productive labor market. It will reduce the stigma and social prejudice that affects not only the individuals directly concerned but their families as well.

The Yolo County Mental Health Services provides both inpatient and outpatient treatment for persons with mental, emotional, behavioral disorders, alcohol, and other drug abuse problems who live within the County of Yolo. The services consist of evaluation, individualized treatment, group therapy, aftercare by contract, hospitalization and day care. The program operates as part of the county Short-Doyle Plan and is funded by 10% county funds and 90% State funds. The staff of the Yolo County Mental Health Services consists of the mental health director, program chief and a staff of psychiatrists, psychologists, mental health nurses, and psychiatric social workers, and mental health counselors in clinics in Woodland, Davis, and Broderick. This and other staff are involved in outreach programs throughout Yolo County. The clinic has 8 to 10 beds available for inpatient care by contract with the Woodland Memorial Hospital and agreement with the Yolo General Hospital. It provides 24 hour emergency service. The clinic serves about 1000 patients at any one time and admits 200 new patients per month.

The majority of these patients are of employable age and it is estimated that about 25% have substantial problems relating to employment. The

clinic has had a vocational rehabilitation program for six years prior to present contract. Vocational rehabilitation services were provided to a number of individuals needing such services. Services provided in this manner have been well coordinated with the treatment plan for clinic patients for effective vocational rehabilitation. The respective agencies believe that continued mutual agreement and cooperation will maintain the maximum utilization of the resources of each agency toward the provision of improved rehabilitation services to the eligible mentally disabled individuals of the county. This will enable them to adjust to the social and economic demands of society through becoming able to obtain or to return to remunerative employment.

Micro Fiched

It is the intention of the two contracting parties that an integrated and coordinate program be administered that will utilize all available services in the most flexible and appropriate manner to most fully meet the vocational rehabilitation needs of clients.

II. Program Objectives

It is the objective of the cooperative program to combine the resources of the Department of Rehabilitation and the Yolo County Mental Health Services to enrich the services which can be offered to disabled people to enable them to alleviate, ameliorate or compensate for the limitations imposed by the disability. The goal of these enriched services is to enhance the personal dignity of the handicapped individual, preserve family unity which may be threatened or destroyed by the problems of disability, and make it possible for the individual to achieve his rightful place as a contributing member of society.

In addition to the human values achieved by rehabilitation services, the objective of the Department of Rehabilitation is to effectively and expeditiously provide vocational rehabilitation services to disabled persons who require them in order that they may be able to attain or maintain gainful employment , thereby:

1. Increasing the productive capacity of disabled individuals and enabling them to contribute to the economy of the State

through earnings and taxes.

2. Reducing the present cost of disability to the State as reflected in Welfare and other forms of public support, such as maintenance in an institution.

3. Reducing the number of unemployed disabled persons and increasing the States labor force.

4. Preventing unemployed disabled persons who are potential welfare recipients from becoming dependent upon public assistance.

III. Legal Authority

Micro Fiched

The authority of the Department of Rehabilitation to engage in cooperative programs with other agencies rests in the following laws:

Federal Vocational Rehabilitation Act

Welfare and Institutions Code, Division 10, Section 19013

California Government Code Title 1, Chapter 5, Division 7 (Joint Powers Agreements)

The legal authority for the Yolo County Mental Health Services to engage in this cooperative program under the Lanterman-Petris-Short and/or the Short-Doyle Programs is the:

Welfare and Institutions Code, Parts I and II of Division 5 known as Community Mental Health Services Law (effective July 1, 1969)

IV. Yolo County Mental Health Services; Services and Responsibilities

The staff of the Yolo County Mental Health Services will provide all necessary diagnostic information and progress reports for services furnished mutual clients in an expeditious manner and will be available for consultation and planning as required in order that the Department of Rehabilitation staff can meet the time limits for case processing described in Part V.

For each individual referred for vocational rehabilitation services, the Yolo County Mental Health Services will provide diagnostic information which they have, or can make available, as well as a statement of the services they will be providing and the goals of these services. All personal information, facts, and medical findings given, or made available

to the vocational rehabilitation unit, including names and addresses, will be held confidential in accordance with the policies and procedures established by the Department of Rehabilitation Services Manual.

Micro Fiched

Because the success of the vocational rehabilitation program is dependent on the joint efforts of both agencies, all persons referred for vocational rehabilitation services must be actively participating in the program of the Yolo County Mental Health Services. There are two other Department of Rehabilitation counselors assigned to Yolo County, thus the department can also serve others in the community that are not participating in the county program. It is recognized that the services of the Yolo County Mental Health Services may be terminated before the vocational rehabilitation plan services are completed. The staff of the Yolo County Mental Health Services will, however, be responsible for communicating with the vocational rehabilitation counselor in regard to the client's progress and/or changes in the client's program of services.

Services available in the Yolo County Mental Health Services may be described as the 10 services specified in the Short-Doyle Act (as modified in 1967):

1. Inpatient Treatment
2. Emergency Treatment
3. Outpatient Treatment
4. Partial Hospitalization
5. Consultation Services
6. Research and Evaluation
7. Diagnostic Services
8. Precare and Aftercare Services
9. Rehabilitation Services
10. Training

Generic Team

The Yolo County Mental Health Services is responsible for the planning, initiating and carrying out of mental health activities for all of Yolo County. This staff has been functioning since October 1, 1965.

The Yolo County Mental Health Services shall:

1. Select patients for referral to the Department of Rehabilitation under the joint agreement.

2. Recommend patients for referral and describe their capability or readiness to receive vocational rehabilitation services.

3. Establish the diagnosis with respect to mental illness to facilitate the referral.

Micro Fiched

4. Determine the psychiatric treatment including medication that falls within the normal scope of the services of the county and provide psychiatric consultation to the State Department of Rehabilitation when physical restoration is provided by the Department of Rehabilitation under the rehabilitation plan.

5. Provide and arrange to provide psychiatric treatment which falls within the scope of these services to the county.

6. Describe the physical and emotional limitations within which it is recommended that the patient function.

7. Provide the Department of Rehabilitation with reports concerning the diagnosis, prognosis and limitations of patients referred for vocational rehabilitation services.

8. Continue to provide treatment, supportive therapy, and psychiatric supervision which falls within the county's normal range of services during the period the patient receives vocational rehabilitation services and to provide reports to the State regarding the patient's progress with respect to the patient's mental health.

9. Make recommendations when, on a psychiatric basis, a patient should be withdrawn from a vocational rehabilitation plan.

V. Department of Rehabilitation Services and Responsibilities

It is the intention of this cooperative program to combine the resources of the Department of Rehabilitation and the Yolo County Mental Health Services to assist eligible mentally impaired people, at or near the working age, whose disability is a vocational handicap in that it interferes with obtaining or maintaining employment. The essence of the program is the mobilization of all the resources of the disabled person, the cooperating agencies and the community to bring the disabled person

to his optimum functioning level so that he can engage in suitable employment. The Department of Rehabilitation will retain sole responsibility for final decisions relative to eligibility for vocational rehabilitation services and the nature and scope of services to be purchased by the Department.* The criteria of eligibility for vocational rehabilitation services established in the Federal Vocational Rehabilitation Act are:

Micro Fiched

1. The individual has a physical or emotional disability which constitutes or results in a substantial handicap to employment; and
2. Vocational rehabilitation services may reasonably be expected to benefit the individual in terms of employability.*

The selection of persons to be served is subject to Federal and Departmental policies establishing priorities. The present policy is to give first priority to serving the severely disabled. The only persons who will be served by this cooperative program will be:

1. Those in need of evaluation to determine eligibility for vocational rehabilitation services.
2. Handicapped persons who are in need of extended evaluation to determine eligibility.
3. Persons certified as eligible for vocational rehabilitation services.

All practices and procedures described in the Rehabilitation Services Manual shall be followed in the cooperative program. Any changes or revisions to the Rehabilitation Services Manual affecting policy or procedures, become immediately applicable to the cooperative programs and supersede the current procedures. The requirements described in the following sections are in conformity with the requirements of the Rehabilitation Services Manual.

A. Referrals for Vocational Rehabilitation Services

---

* Federal Requirements

The staff of the Yolo County Mental Health Services will discuss all potential referrals with the appropriate staff or the vocational rehabilitation unit. Factors to be considered in the preliminary discussions will be:

Micro Fiched

1. The nature and extent of the disability;
2. The nature of the vocational handicap; and
3. Factors affecting vocational rehabilitation potential. Factors to be considered are:
   a. The person's strengths and limitations.
   b. Are services available to overcome the limitations?
   c. The disabled person's resources.
   d. His interest and motivation for work.

VI. Staffing

The Department of Rehabilitation will provide full-time staff as follows:

1.00 Vocational Rehabilitation Counselor
.25 Rehabilitation Supervisor
1.00 Intermediate Clerk Typist (Range B)
.07 Vocational Psychologist

Direct responsibility for the operation of the vocational rehabilitation program and for staff performance is vested in the district administrator of the Sacramento District of the Department of Rehabilitation. The district administrator is responsible to the Assistant Chief, Field Operations Group I.

The district administrator will maintain close contact with the director of the Yolo County Mental Health Services and will consult with him when making critical decisions in reference to the cooperative program.

The vocational rehabilitation counselors will report to the rehabilitation supervisor and will coordinate their work with the Yolo County Mental Health Services unit chief or catchment area team chief.

The rehabilitation supervisor will report to the district administrator of the Department of Rehabilitation. He will be responsible to plan, direct and evaluate the work of the vocational rehabilitation counselors.

He will act as chief of the vocational rehabilitation unit. He will assign the counselors appropriately after consultation with appropriate Yolo County Mental Health Services staff.

The Department of Rehabilitation clerical support personnel will be under the aegis of the Sacramento District and will be under the supervision of the district clerical supervisor.

Micro Fiched

The professional and clerical staff will be provided office space by the Yolo County Mental Health Services.

VII. Supervision

The district administrator in the Department of Rehabilitation district office will be responsible for administration and supervision of the vocational rehabilitation unit in the Yolo County Mental Health Services. The district administrator will designate a rehabilitation supervisor who will be responsible for a direct casework supervision of the vocational rehabilitation staff. Final authority for the assignment or reassignment of personnel to the vocational rehabilitation unit is the responsibility of the district administrator but he shall confer with the Yolo County Mental Health Services in making his decision.

VIII. Criteria for Annual Evaluation of Achievement

The staff of the Department of Rehabilitation and the Yolo County Mental Health Services will annually review the achievements of the cooperative program in relation to the objectives of the Department of Rehabilitation as specified in Part II of this plan of operation. The effectiveness of the cooperative efforts in regard to the extent the program achieved Department of Rehabilitation goals can be measured against:

1. The size of an average caseload at any one time of active and referred cases.
2. Vocational rehabilitation programs initiated, no fewer than 4 per month average per counselor.
3. Employed closures (rehabilitations).

Other measurements to be utilized are as follows:

1. Number of employed closures per $10,000 of program cost.

2. Economic benefits from employed closures such as increased earning capacity, increased State and Federal income taxes, and savings in welfare and institutional costs.

3. Extent to which client's needs were identified (as specified in case evaluation or plan memo).

Micro Fiched

4. Extent to which services were provided by both agencies to meet the client's needs (as reflected in the rehabilitation plan and plan addendum).

5. Extent to which services contributed to client improvement and/or employment (as reflected in closure justification).

6. The extent to which the program achieves the time standards established in Part V.

The nature and severity of the debility caused by mental illness justifies the consideration of the above goals in a conservative light.

The combined efforts of both cooperating agencies should make it possible to be more efficient and more effective in the rehabilitation of the mentally ill and mentally restored. Yearly evaluation will enable the agencies to review goals and strive toward even greater production of rehabilitated persons.

IX. Budgets

The Department of Rehabilitation will prepare an annual budget by April 30 of each year after discussion with the Yolo County Mental Health Services. The annual budget shall be approved by the Board of Supervisors of the County of Yolo. A copy of the annual budget will be submitted to the Department of Rehabilitation Chief, Administrative Services Division.

X. Records and Reports

The Department of Rehabilitation will report to the Yolo County Mental Health Services annually on program achievements. The Yolo County Mental Health Services will maintain appropriate accounts and records for reporting to the Department of Rehabilitation as necessary for

audit purposes.

XI. Financing

The Department of Rehabilitation will utilize all funds generated by the Yolo County Mental Health Services to the extent necessary to cover all costs of the vocational rehabilitation services provided under this agreement. All expenditures of funds generated by this program will be under the control and at the discretion of the Department of Rehabilitation.* Any unused portion of the funds contributed by the Yolo County Mental Health Services will revert to the Yolo County Mental Health Services. Any matching funds obtained by the Department from the Federal government will inure to the Department. The Department of Rehabilitation will bill the Yolo County Mental Health Services in arrears on a quarterly basis for their share of the costs of the program.

Micro Fiched

XII. Conformity with Civil Rights Act of 1964

All services of the program are provided on a nondiscriminatory basis without regard to race, color, creed or national origin. All applicants for such service are advised of their rights to filing complaints and appeal according to the regulations governing this principle.*

XIII. Validation and Amendment to Program Description

The program description will be reviewed annually by April 30 of each year by the Department of Rehabilitation and the Yolo County Mental Health Services. At that time both agencies will certify in writing that the program operates in conformity with the plan of operation or will describe in writing any modifications to the plan of operation which are necessary. All such modifications must conform to the State Plan for Vocational Rehabilitation and the regulations for the Vocational Rehabilitation Act.

The annual certification of conformity or statement of modifications signed by representatives of both agencies will be attached to the plan

---

* Federal requirements

of operation and a copy will be submitted to the Department of Rehabilitation Chief, Administrative Services Division.

Micro Fiched

FILED

MAR 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

Agreement No. 76-31

Woodland, California

February 23, 1975

HANS ABPLANALP and SALOME ABPLANALP, his wife, as Joint Tenants

GRANTORS

Micro Fiched

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 76-3 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Section 31, Township 9 North, Range 3 East, M.D.B.&M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Northeast corner of said Section 31; thence South 89°31'00" West 25.00 feet along the North line of said Section 31 to the Westerly right of way line of County Road No. 105, THE TRUE POINT OF BEGINNING; THENCE Southerly along said Westerly right of way line South 00°08'31" East 601.85 feet; thence North 02°25'14" West 377.30 feet; thence North 05°13'47" West 225.53 feet to the North line of said Section 31; thence North 89°31'00" East 35.00 feet along said North line to the true point of beginning.

Containing 0.194 Acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $582.00 for the property as conveyed by Grant Deed No. 76-3 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

This transaction will be handled through an escrow number 70629 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Hans Hyplamp

Salome Hyplamp

GRANTORS

Dated: February 5, 1976

Recommended for Approval

By Lloyd H Roberts
3-2-76

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated 3-2-76
Robert A. Ryan, Jr.
(Typed) County Counsel of Yolo County

FILED
MAR 1 1 1976
LAURENCE D. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 76-32

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of February, 1976, by and between

BAMBERY CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Communications Room Alterations in the Yolo County Jail and Sheriffs Office Building in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

COPY

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Communications Alterations - Yolo County Jail & Sheriffs Office Building

(Plan Index No. NA) (WO #160.06-H)

Approved December 22, 1975 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 45 working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Gen. Requirements, Supervision and Engineering	LS	$ 220.00	$ 220.00
2	Bonds - Insurance	LS	267.00	267.00
3	Demolition - Removal	LS	568.00	568.00
4	Carpentry-Millwork-Glazing and Hardware	LS	2,320.00	2,320.00
5	Electrical	LS	2,603.00	2,603.00
6	Plumbing	LS	2,380.00	2,380.00
7	Mechanical, Controls & Sheetmetal	LS	1,765.00	1,765.00
8	Acoustical Treatment	LS	730.00	730.00
9	Plaster & Masonry	LS	450.00	450.00
10	Carpeting	LS	719.00	719.00
11	Painting, Finishing & Misc. Items	LS	498.00	498.00
	TOTAL		$12,520.00	$12,520.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Deputy (County Counsel)
3-10-76

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy
3-11-76

(SEAL)

BY _____

2223 Dale Ave
Sacto 95815

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 304673.

Micro Fiched

FILED
MAR 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 76-33

Standard—California—SL 6/1/67

SUBSURFACE OIL AND GAS LEASE

Micro Fiched

THIS AGREEMENT, made and entered into as of the 2nd day of March 19 76, between COUNTY OF YOLO, a political subdivision of the State of California,

(and all other parties executing this lease or any counterpart hereof) hereinafter called "Lessor" and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Lessee,"

1. Lessor, for and in consideration of one dollar and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, and of the royalties and agreements of the Lessee herein provided, hereby grants, lets and leases exclusively unto Lessee all the land lying more than five hundred (500) feet below the surface, but none of the land lying above the depth of five hundred (500) feet below the surface, of the lands specifically described and included in paragraph 18 hereof, which land is hereinafter referred to as "said land," for the purposes of exploring and prospecting for (by geological, geophysical, and all other means whether now known or not), drilling for, producing, saving, taking and owning oil, gas, all other hydrocarbons, and all other substances produced therewith, collectively hereinafter referred to as "said substances," in, under or that may be produced from said land, and hereby grants all rights, privileges and easements useful or convenient for Lessee's operations in said land, in adjacent or contiguous lands, and in other lands in the same vicinity, including, but not limited to subsurface rights of way for drilling, repairing, redrilling, deepening, maintaining, operating, abandoning, reworking and removing wells in, into and through said land; and the right to drill wells and use Lessee's existing wells, including producing wells, to inject gas, water, air or other substances into said Land. Lessee shall have the right hereunder to conduct operations by methods now known or unknown which, in Lessee's opinion, are reasonably designed to benefit or facilitate the drilling for or production of said substances from said land. Lessee shall have no right, without the consent of Lessor in writing being first obtained, to drill any well or wells from the surface of the lands described in paragraph 18 hereof, or to use said surface, or that portion of such lands lying above a depth of five hundred (500) feet below said surface, for any purpose. Lessee may have, or at its option may obtain, rights in respect to other lands in the vicinity of said land for drill sites from which wells can be slant drilled into said land for the purposes of this lease. Lessee shall have the unrestricted and exclusive right, power and authority to produce said substances beneath or recoverable from said land, and to exercise all other rights and privileges herein set forth, by means of any well or wells which are slant drilled from surface drill sites located on such other lands and the producing intervals of which are bottomed in said land. The rights and privileges granted to Lessee hereunder shall be sole and exclusive.

2. This lease shall remain in force for a term of five (5) years from the date hereof, called "primary term," and either as long thereafter as any of said substances is produced from said land in paying quantities (being quantities sufficient to pay operating costs) or so long as continuous operations (as defined in paragraph 5 hereof) are conducted in said land or so long as this lease is kept in force under any other provision hereof.

3. The term "agreed share" as used herein means 22½%. Royalties to be paid by Lessee are: (a) on oil, the value of the agreed share of that produced and saved from said land. It is mutually agreed that the value shall be the price currently offered or paid by Lessee for oil of like gravity and quality in the same field. The volume of oil upon which royalty payments are based may be determined either by metering and sampling or by tank gauges. After such measurement, all or any part of the oil may be transported to locations on other lands and commingled with oil from other lands. Lessee may deduct from royalty payments the agreed share of the cost of treating unmerchantable oil produced from said land to render it merchantable, the agreed share of the cost of transporting the oil to the treating plant and the agreed share of the cost of disposing of waste water produced with said substances; nothing herein contained shall be construed as obligating Lessee to treat oil; (b) on gas including casinghead gas and all gaseous substances produced, saved and sold from said land, the agreed share of the net proceeds (which shall be the amount realized from such sale less compressing costs) of the gas so sold; (c) on gas not sold but used for any purpose not connected with or incidental to operations in said land or land pooled or unitized therewith, the agreed share of the market value at the well of the gas so used. All or any part of the gas produced from said land may be transported to locations on other lands and commingled with gas from other lands. Lessee shall meter such transported gas and such meter readings together with Lessee's analysis of gasoline content of gas shall furnish the basis for prorating the amount of gasoline to be credited to said land. Lessee shall not be accountable to Lessor for gas lost or used or consumed in operations hereunder. Lessee may produce gas from said land or from lands with which said land is pooled or unitized in accordance with any method of ratable taking at any time or from time to time hereafter generally in effect in any pool of which said land or any portion thereof is a part. In the absence of any such method of ratable taking, Lessee shall produce from said land or lands pooled or unitized therewith a fair and equitable proportion of the quantity of gas which it markets from lands under lease to it in the pool of which said land is a part. Lessee shall be obligated to produce only so much gas as it may be able to market at the well or wells. When there is no market for gas at the wells, Lessee's obligation to produce gas shall be suspended; (d) on gasoline extracted from gas produced from said land, the value of 48% of the agreed share of the gasoline credited to said land by Lessee. It is mutually agreed that the value shall be the price currently offered or paid by Lessee for gasoline of like specifications and quality in the same vicinity; (e) on any other substance, the agreed share of the market value at the well.

For all operations hereunder, Lessee may use, free of royalty, oil, gas or other hydrocarbons and water from said land. However, if Lessee shall use in operations hereunder, fuel, power, or other substances not obtained from said land, then Lessee shall be entitled to deduct from the amount of the additional royalty accruing thereby to Lessor the agreed share of the cost of such substituted fuel, power or other substances, provided, no deduction hereunder shall exceed the amount of such additional royalty.

When any of said substances not produced from said land are injected into said land or land pooled or unitized therewith, the initial production thereafter of said substances from any such land shall be free of royalty until the amount of the said substances produced and saved therefrom shall equal that of said substances injected therein.

4. The consideration expressed in paragraph 1 covers all rental for the first ---------- year(s) of the primary term. If drilling operations are not commenced in said land on or before one year(s) from the date hereof then, subject to the provisions of paragraph 15 hereof Lessee shall pay or tender to Lessor or to Lessor's credit in Bank at (which bank and its successors

XEROX COPY

are Lessor's agents and shall continue as depository for all rentals payable hereunder regardless of changes in the ownership of said land or of the right to receive rentals) the sum of Thirteen and 98/100 dollars ($ 13.98) which shall maintain this lease in force and extend for one additional year the time within which such operations may be commenced. Thereafter, annually and in like manner and upon like payments or tender (all of which are herein called "rentals"), such operations may be deferred for successive periods of one year each during the primary term. Payments or tenders of rental may be made by mailing cash, check, or draft to Lessor or to the depository bank and the date of the mailing shall be considered the date of payment. Payments or tenders of rentals may be made by Lessee or by any person or persons on Lessee's behalf, and may be made jointly to all parties Lessor or to their credit in the depository bank or such rentals may be tendered or paid separately to each owner or to his separate credit. From time to time during the primary term, if (a) Lessee shall drill and abandon a well as being in Lessee's opinion incapable of producing any of said substances from said land and there is at the time of abandonment no other well so producing, or (b) all production of said substances shall cease, then Lessee may (subject to provisions of paragraph 15 hereof) commence or resume operations (as defined in paragraph 5 hereof), the production of any of said substances or the payment of delay rental and in such event this lease shall remain in full force and effect as though there had been no interruption in operations, production, or rental payments, as the case may be. If abandonment under (a) above or the cessation of production under (b) above occurs more than six months before the next ensuing anniversary date of this lease, Lessee shall have until such anniversary date in which to commence or resume operations, production or rental payments; if such abandonment or cessation of production occurs less than six months before the next ensuing anniversary date of this lease, the Lessee shall have until the second ensuing anniversary date in which to commence or resume operations, production or rental payments; provided, Lessee shall not have the right under this provision to extend the primary term of this lease.

Micro Fiched

5. Operations as used in paragraphs 2 and 4 hereof means drilling, redrilling, deepening, any preparatory work for doing any of the foregoing if commenced in good faith and prosecuted with reasonable diligence, completion or abandonment work, testing or flowing or other work to determine productivity, secondary recovery operations or the exercise of any other right given Lessee in paragraph 1 hereof for the purpose of obtaining or resuming production in paying quantities (as defined in paragraph 2 hereof). Such operations are continuous when no more than six months elapses between the date on which production ceased or any of such operations ceased, whichever is the later, and the date on which further operations are begun or production is commenced or resumed, and this lease shall remain in full force and effect during each and every six-month period. Production in such paying quantities may be followed or preceded by continuous operations from time to time for the purpose of keeping this lease in force in accordance with paragraph 2 hereof. Operations commenced or conducted on or in other lands for a well bottomed or to be bottomed in said land shall be deemed, for all purposes of this lease, operations commenced or conducted in said land.

6. Except as otherwise provided herein, royalty payments shall be computed and paid monthly. Lessee shall furnish to Lessor monthly written statements of the production credited or allocated to said land during the preceding calendar month. Royalties with respect to production credited or allocated to said land during any calendar month shall be paid not later than the last day of the next succeeding calendar month. If the amount estimated to be payable to any party hereto for royalties is less than ten dollars ($10), or if the amount of oil produced does not justify shipments on a monthly basis, then Lessee may, upon prior written notice to such party, make such royalty payments and written statements, on a quarterly, semi-annual or annual basis, as it elects; provided, however, all sums theretofore accrued and unpaid shall be paid at least once each calendar year. Royalty payments may be made or tendered to Lessor or to Lessor's credit in the depository named in paragraph 4.

7. Lessee shall not be liable to Lessor for damages to any oil and gas reservoir underlying said land or for the loss of said substances therein or therefrom resulting from its operations hereunder unless such damage or loss is caused by Lessee's gross negligence or willful misconduct. Lessee shall have the right at any time during the term hereof or within a reasonable time thereafter to remove from said land all of Lessee's properties and fixtures, including the right to draw and remove all casing.

8. If, during or after the primary term hereof, a well is drilled into adjacent property, whether by Lessee or by another party, and the Lessor has no interest in the production therefrom and the production interval of the well is located within three hundred thirty feet of the exterior boundaries of the land at that time included in this lease and is completed as a producer of oil or gas in commercial quantities and causes the migration of oil or gas from said land, then Lessee shall (provided it is not then drilling or has not theretofore drilled an offset well in said land) within ninety (90) days from the date the owner of such well commences marketing production therefrom, either commence operations for the drilling of an offset well in said land or surrender and terminate this lease, in the manner provided in paragraph 15 hereof, as to a portion of said land, the dimensions of which said portion shall be equal to the distance of such well from said exterior boundary. Such surrender shall be limited to the zone or zones being drained by the well on the adjacent property. Lessee shall never be required to drill (or surrender in lieu thereof) any offset well which, in Lessee's opinion, would be incapable of producing said substances in quantities sufficient to yield a return which, after deducting the value of all said substances to be drained into said land from such zone or zones by existing wells therein, would exceed the drilling and operating costs of such offset well.

9. The rights of Lessor and Lessee hereunder may be transferred, in whole or in part and as to any substance or zone. No change in ownership of Lessor's interest, however accomplished, shall be binding on Lessee until Lessor has furnished Lessee with written notice of such change and then only with respect to payments thereafter made; such notice to consist of original or certified copies of all recorded instruments, documents and other information necessary to establish a complete chain of record title from Lessor, and written instructions from Lessor and Lessor's transferee directing the disbursement of any payments which may be made thereafter. No other kind of notice, whether actual or constructive, shall be binding on Lessee, and in the absence of such notice Lessee may make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all of Lessee's operations, particularly as to the drilling and location of wells and the measurement of production, may be conducted without regard to any such division. If all or any part of this lease is assigned, no act or omission of any leasehold owner shall affect the rights or liabilities of any other such owner, except that operations in or production from any part of said land, whether assigned or not, shall serve to keep the entire lease in force as though no assignment had been made, and all payments to Lessor, except royalty on actual production, shall be apportioned between assignor and assignee in proportion to acreage.

10. If any rental or royalty is not paid when due, Lessor shall notify Lessee thereof in writing and this lease shall not terminate unless the Lessee fails to make such payment within fifteen (15) days after receipt of such written notice; provided, however, that if there is a dispute as to the amount due and all undisputed amounts are paid, said 15-day period shall be extended until 5 days after such dispute is settled by final court decree, arbitration or agreement. If Lessee fails to make such payment after receipt of such notice within said period (or such extension thereof), then this lease shall terminate as to the portion or portions thereof as to which Lessee is in default.

In the event Lessor considers that Lessee has not complied with any other covenant, condition or obligation hereunder, either express or implied, Lessor shall notify Lessee, in writing, setting out specifically in what respects it is claimed that Lessee has breached this lease, and Lessee shall not be liable to Lessor for any damages caused by any breach of a covenant, condition, or obligation, express or implied, occurring more than sixty (60) days prior to the receipt by Lessee of the aforesaid written notice of such breach. The receipt of such notice by Lessee and the lapse of sixty (60) days thereafter without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. This lease shall never be forfeited or cancelled in whole or in part, either during or after the primary term hereof, for failure of Lessee to perform any of its express or implied covenants, conditions, or obligations until it shall have first been finally

judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation, or forfeiture unless Lessee complies with the covenants, conditions, or obligations breached within a reasonable time to be determined by the Court. No default in the performance of any condition or obligation hereof shall affect the rights of Lessee hereunder with respect to any drilling or producing well or wells in regard to which Lessee is not in default, together with a parcel of forty acres surrounding each such oil well then completed or being drilled and a parcel of six hundred forty acres surrounding each such gas well then completed or being drilled.

11. If Lessee is prevented or hindered from drilling or conducting other operations for the purpose of obtaining or restoring production or from producing said substances by fire, flood, storm, act of God, or any cause beyond Lessee's control (including but not limited to governmental law, order or regulation, labor disputes, war, inability to secure men, materials or transportation, inability to secure a market for gas, or an adverse claim to Lessor's title when Lessor has been notified pursuant to paragraph 14 hereof), then the performance of any such operations or the production of said substances shall be suspended during the period of such prevention or hindrance. If such suspension occurs during the primary term, the payment of delay rental during such suspension shall be excused and the primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals in accordance with paragraph 4 hereof after the period of suspension by paying or tendering within 60 days after the period of suspension the proportionate part of the rental for the rental year remaining after such period of suspension. If such suspension occurs after the primary term, this lease shall remain in full force and effect during such suspension and for a reasonable time thereafter provided that within such time following the period of suspension Lessee diligently commences or resumes operations or the production of said substances. Lessee's obligation to pay royalty on actual production shall never be suspended under this paragraph. Whenever Lessee would otherwise be required to surrender any of said land as an alternative to the performance so suspended, then so long as such performance is suspended by this paragraph Lessee shall not be required to surrender any portion of said land.

If the permission or approval of any governmental agency is necessary before drilling operations may be commenced in said land, then if such permission or approval has been applied for at least 30 days prior to the date upon which such operations must be commenced under the terms hereof, the obligation to commence such operations shall be suspended until thirty (30) days after the governmental permit is granted or approval given, or if such permit or approval is denied initially, then so long as Lessee in good faith appeals from such denial or conducts further proceedings in an attempt to secure such permit or approval and thirty days thereafter.

Micro Fiched

12. For the consideration paid at the time of execution of this agreement and without any additional consideration to be paid therefor, except as provided below, Lessor hereby grants to Lessee, its successors and assigns, the sole and exclusive right, right of way and easement to drill into and through said land by means of a well or wells drilled from the surface of lands other than said land, and the sole and exclusive right to abandon or repair, redrill, deepen, maintain, rework and operate such well or wells for the production of said substances from or the injection of gas, water, air or other substances into lands other than said land. The rights granted in this paragraph shall continue for, and may be exercised at any time or from time to time within, ten (10) years from the date hereof and thereafter as long as Lessee in good faith shall conduct drilling operations under the provisions of this lease or this paragraph, or said substances are produced from wells drilled pursuant to this lease or this paragraph, or wells drilled pursuant to this paragraph are used for injection as aforesaid, or the performance of any such operations is suspended or deferred for the reasons or causes set forth in paragraph 11 hereof. If Lessee exercises the rights granted in this paragraph and thereafter completes a well capable of being used for injection or of producing said substances in quantities deemed paying quantities by Lessee, then Lessee shall within sixty (60) days after such completion pay Lessor an annual rental computed at the rate of one dollar ($1) per yard of horizontal projection of the survey course of that part of the bore hole of such well traversing said land; provided, however, that Lessor shall not be entitled to receive any rental under the provisions of this paragraph during such times as Lessor is entitled to receive royalty or rentals under other provisions of this lease. Any such rentals shall continue until such well is abandoned. Any well drilled under the provisions of this paragraph shall be drilled so that the production or injection interval thereof shall lie wholly outside the boundary of said land and Lessor recognizes and agrees that Lessor has no interest in any such well or wells drilled pursuant to this paragraph or any production therefrom. If Lessee shall assign to any third party or parties rights granted to Lessee under this paragraph, the rights of Lessee shall not thereby be diminished, but in such event both Lessee and its assignee shall have, hold and enjoy said rights, each independently of the other.

Any surrender or termination under any other provision of this lease shall be effective notwithstanding the fact that Lessee in and by such surrender or termination reserves the rights granted to Lessee under this paragraph, and regardless of surrender or termination, the rights granted under this paragraph shall continue for the hereinabove stated term.

13. Lessee may at any time or times within twenty-one (21) years from the date hereof without Lessor's joinder or further consent, pool, consolidate or unitize this lease and said land in whole or in part or as to any zone, with other lands, mineral interests, and leases in the vicinity thereof so as to constitute a unit or units whenever such action in Lessee's judgment is required to comply with applicable laws or to promote or encourage the conservation of natural resources or the efficient and economical location and spacing of wells, cycling, pressure-maintenance, repressuring or secondary recovery programs, or to join in any cooperative or unit plan of development or operation approved by State or Federal authorities. The size or shape of any such unit may be changed at any time or times within twenty-one (21) years from the date hereof without Lessor's joinder or further consent to permit more efficient and economical operation, to include acreage believed to be productive and to exclude acreage believed to be unproductive or which is not committed to the unit, but any increase or decrease in Lessor's royalties resulting from any such change in any such unit shall not be retroactive. Any such unit may be established or changed, and in the absence of production therefrom may be abolished and dissolved, by filing for record an instrument so declaring, a copy of which shall be delivered to Lessor or to the depository bank. Drilling or other operations (as defined in paragraph 5 hereof) in, or production of any one of said substances from, any part of such unit shall be treated and considered for all purposes of this lease as such operation in or such production from said land. Lessee shall allocate to the portion of said land included in any such unit a fractional part of all production from any part of such unit on the same basis as is provided in the agreement between Lessee and others whereby such unit is established or, in the absence of such an agreement or of a method of allocation therein, Lessee shall elect one of the following bases: (a) The ratio between the acreage of the portion of this lease included in such unit and the total of all acreage included in such unit; or (b) The ratio between the value, as estimated by Lessee, of recoverable production within the portion of this lease included in such unit and the total value, as estimated by Lessee, of all recoverable production within such unit. Lessee may change from one of the aforesaid bases to the other at any time or times within 21 years from the date hereof without Lessor's further joinder or consent but any increase or decrease in Lessor's royalty resulting from any such change shall not be retroactive. No offset obligation shall accrue under this lease as a result of any well drilled within any such unit.

14. Lessor warrants and agrees to defend the title to said Land. The rentals and royalties hereinabove provided are determined with respect to the entire mineral estate, and if Lessor owns a lesser interest, the rentals and royalties to be paid Lessor may be reduced proportionately. If the interest of Lessor covered by this lease is subject to any outstanding royalties payable to another, such royalties shall be deducted from Lessor's royalties herein provided. Lessee shall pay all taxes levied against Lessee's plants, machinery and personal property owned by Lessee and used for development of said land and all taxes (except the [illegible] taxes) assessed upon mineral rights or assessed upon or measured by production from or allocated to said land. Lessor shall pay all other taxes assessed against said land and the agreed share of taxes assessed upon mineral rights and assessed upon or measured by production from or allocated to said land. Lessee may discharge in whole or in part, on behalf of Lessor, any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same. Lessee shall have the right to hold or acquire mineral rights or leases from others claiming any interest in any part of said land, and to withhold from Lessor payment of rentals and royalties attributable to any interest so found or acquired, or any other interest which is subject to adverse claim, dispute or litigation and the same shall not be due until

the ownership of such interest has been determined, and Lessee shall not thereby be held in default of any provision hereof or to have disputed Lessor's title. When Lessee becomes aware of any adverse claim to Lessor's title to said land being asserted by another, Lessee shall notify Lessor in writing and upon such notification Lessee shall be excused from drilling offset or other wells on or producing from said lands until such adverse claim has been finally determined.

15. Lessee may at any time or times surrender this lease or any zone or portion of either thereof by delivering or mailing a written notice of surrender to Lessor and upon such delivery or mailing Lessee shall be relieved of all obligations as to the portion surrendered, and thereafter all payments to Lessor or to the depository bank provided herein, except royalties on actual production, shall be reduced in the same proportion that the acreage covered hereby is reduced. If Lessee surrenders less than all zones in any portion of this lease the rental as to such portion shall not be reduced. Within a reasonable time after any such surrender, Lessee shall file appropriate surrender instruments for record. In the event this lease is surrendered or assigned as to any zone or portion, then so long as this lease shall remain in effect as to any other zone or portion Lessee shall have such rights of way or easements in, under and through the surrendered or assigned zone or portion as shall be necessary or convenient for Lessee's operations in the retained portion or other lands in the vicinity thereof.

16. If any of said substances is discovered by Lessee in said land in quantities deemed paying quantities by Lessee, then Lessee shall keep one string of tools in continuous operation in said land, allowing not more than six months to elapse between completion or abandonment of the first or any succeeding well and the commencement of operations for the drilling of the next succeeding well except that if Lessee shall drill in said land a well which in Lessee's opinion is not capable of producing said substances in paying quantities, then Lessee may allow not more than one year to elapse after the abandonment of each such well before commencing operations for the next succeeding well. Lessee shall be given credit for so much of the time in each six month or one year drilling interval as is not utilized and such credit may be used to extend subsequent drilling intervals in such manner as Lessee may determine. Lessee's obligations under this paragraph and under paragraph 8 hereof shall be fully satisfied when there has been drilled and completed or abandoned the equivalent in number of one well for each [illegible] of oil or one well for

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On March 2, 19 76, before me, the undersigned, County Clerk of the County of Yolo, personally appeared David L. Barton, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara Rodgers Deputy

STANDARD OIL COMPANY OF CALIFORNIA

State of California)
City and County of San Francisco) ss

On March 1st 1976, before me, the undersigned, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared Clair Ghylin known to me to be an Attorney in Fact of STANDARD OIL COMPANY OF CALIFORNIA the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the said Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, the day and year in this certificate above written.

Patricia L. Morris
PATRICIA L. MORRIS
Notary Public in and for said City and
County of San Francisco, State of California

OFFICIAL SEAL
PATRICIA L. MORRIS
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Sept. 24, 1979

LD-155 (CD 10 75)

the ownership of such interest has been determined, and Lessee shall not thereby be held in default of any provision hereof or to have disputed Lessor's title. When Lessee becomes aware of any adverse claim to Lessor's title to said land being asserted by another, Lessee shall notify Lessor in writing and upon such notification Lessee shall be excused from drilling offset or other wells on or producing from said lands until such adverse claim has been finally determined.

15. Lessee may at any time or times surrender this lease or any zone or portion of either thereof by delivering or mailing a written notice of surrender to Lessor and upon such delivery or mailing Lessee shall be relieved of all obligations as to the portion surrendered, and thereafter all payments to Lessor or to the depository bank provided herein, except royalties on actual production, shall be reduced in the same proportion that the acreage covered hereby is reduced. If Lessee surrenders less than all zones in any portion of this lease the rental as to such portion shall not be reduced. Within a reasonable time after any such surrender, Lessee shall file appropriate surrender instruments for record. In the event this lease is surrendered or assigned as to any zone or portion, then so long as this lease shall remain in effect as to any other zone or portion Lessee shall have such rights of way or easements in, under and through the surrendered or assigned zone or portion as shall be necessary or convenient for Lessee's operations in the retained portion or other lands in the vicinity thereof.

16. If any of said substances is discovered by Lessee in said land in quantities deemed paying quantities by Lessee, then Lessee shall keep one string of tools in continuous operation in said land, allowing not more than six months to elapse between completion or abandonment of the first or any succeeding well and the commencement of operations for the drilling of the next succeeding well except that if Lessee shall drill in said land a well which in Lessee's opinion is not capable of producing said substances in paying quantities, then Lessee may allow not more than one year to elapse after the abandonment of each such well before commencing operations for the next succeeding well. Lessee shall be given credit for so much of the time in each six month or one year drilling interval as is not utilized and such credit may be used to extend subsequent drilling intervals in such manner as Lessee may determine. Lessee's obligations under this paragraph and under paragraph 8 hereof shall be fully satisfied when there has been drilled and completed or abandoned the equivalent in number of one well for each 40 acres (or any major fraction thereof) of said land then subject to this lease if such discovery was of oil or one well for each 640 acres (or any major fraction thereof) of said land then subject to this lease if such discovery was of gas, provided, however, that Lessee shall be required to conduct such continuous operations in the event of a discovery of gas only if in Lessee's opinion such additional drilling is warranted by existing or anticipated market requirements for such gas, and in the event of a discovery of oil only if the market price in the field for oil of like quality or gravity is more than One Dollar per barrel at the well.

Micro Fiched

If both oil and gas are discovered in said land in quantities deemed paying quantities by Lessee, then Lessee shall drill the number of wells herein provided for an oil discovery with respect to the portion of said land which in Lessee's opinion is capable of producing oil in paying quantities and Lessee shall be entitled to retain all of said land for the term hereof.

Lessee shall not be required to but may drill more wells in said land than those herein specified.

17. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. This lease may be executed in any number of counterparts and for all purposes hereof all of such counterparts shall be considered as one lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

18. The land which is subject to this lease is situated in the County of Yolo, State of California, and is described as follows:

The westerly 50.0 feet of the easterly 75.0 feet of the southeast quarter of Section 22, Township 10 North, Range 2 East, MDB&M, excepting therefrom that portion lying within the existing County Road right of way.

Approved as to Form
Dated 3-2-76
Deputy County Counsel of Yolo County

including all accretions thereto and all lakes, streams, canals, waterways, dikes, roads, streets, alleys, easements and rights of way, on, within, or adjoining the lands above described and including all strips or parcels of land contiguous, adjacent to or adjoining the above-described land and owned or claimed by Lessor. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain 2.796 acres, whether they actually contain more or less. This lease shall cover all the interest in said land now owned or hereafter acquired by Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

LESSEE:

STANDARD OIL COMPANY OF CALIFORNIA

By [signature] Its Attorney In Fact

[redacted]

LESSOR:

COUNTY OF YOLO

By: [signature]
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA }
County of } ss.

On this ..... day of ....., A.D. 19....., before me .....
....., a Notary Public in and for said County and State, personally appeared .....
.....,
known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:
....., 19.....

.....
Notary Public in and for said County and State

FILED

MAR - 2 1976

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

AGREEMENT NO. 76-33-A

SUBSURFACE OIL AND GAS LEASE (SHORT FORM)

Standard—California—SL 6/1/67

THIS SUBSURFACE OIL AND GAS LEASE (SHORT FORM) made and entered into this 2nd day of March, 19 76, by and between COUNTY OF YOLO, a political subdivision of the State of California,

hereinafter called "Lessor," and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Lessee,"

Micro Fiched

WITNESSETH:

1. That Lessor, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained in that certain Subsurface Oil and Gas Lease referred to in paragraph 3 below, has granted, let and leased, and by these presents does grant, let and lease, exclusively unto Lessee the real property hereinafter referred to as said land for the purposes of exploring and prospecting for and producing oil, gas, all other hydrocarbons, and all other substances produced therewith, hereinafter collectively referred to as "said substances," taking, removing and disposing of said substances, and uses and purposes incidental thereto, as provided in said Subsurface Oil and Gas Lease. The property covered by this lease, herein referred to as "said land," includes all the land lying more than five hundred (500) feet below the surface, but none of the land lying above the depth of five hundred (500) feet below the surface, of the real property situate in the County of Yolo, State of California, described as follows:

The westerly 50.0 feet of the easterly 75.0 feet of the southeast quarter of Section 22, Township 10 North, Range 2 East, MDB&M, excepting therefrom that portion lying within the existing County Road right of way.

Approved as to Form
Dated 3-2-76
Deputy County Counsel of Yolo County

and contains 2.796 acres, more or less.

2. This lease shall remain in force for a term of five (5) years from the date hereof and either as long thereafter as any of said substances is produced from said land in paying quantities or so long as continuous operations are conducted in said land or so long as this lease is kept in force under any other provision of said Subsurface Oil and Gas Lease, all as particularly set forth therein and subject to termination as therein provided.

3. This Subsurface Oil and Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in that certain Subsurface Oil and Gas Lease bearing even date herewith by and between the said parties hereto and covering said land, which Subsurface Oil and Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

STANDARD OIL COMPANY OF CALIFORNIA

By [redacted]
Its Attorney In Fact

By [redacted]

LESSEE

COUNTY OF YOLO

By [redacted]
CHAIRMAN, Board of Supervisors
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSOR

XEROX COPY

Micro Fiched

State of California)
City and County of San Francisco) ss

On March 1st 1976, before me, the undersigned, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared Clair Glivlin known to me to be an Attorney in Fact of STANDARD OIL COMPANY OF CALIFORNIA the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the said Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, the day and year in this certificate above written.

Patricia L. Morris

PATRICIA L. MORRIS
Notary Public in and for said City and
County of San Francisco, State of California

OFFICIAL SEAL
PATRICIA L. MORRIS
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Sept. 24, 1979

LD-155 (CD-10-75)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On March 2, 19 76, before me, the undersigned, County Clerk of the County of Yolo, personally appeared David L. Barton, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara Rodgers Deputy

BK

FILED
MAR 10 1976
LAURENCE J. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 76-34

MASTER AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 1975, by and between the COUNTY OF ALAMEDA, hereinafter referred to as "County" and Yolo County, hereinafter referred to as "Contractor;"

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 900, the Board of Supervisors of each county is authorized to establish a maximum amount which the court may order a county to pay for the support and maintenance for wards or dependent children;

Micro Fiched

WHEREAS, the counties desire to retain a single consultant to assist, advise, and coordinte them in formulating proper rates for private and group homes and institutions for the placement of wards or dependent children;

WHEREAS, the purposes of this Agreement are to facilitate the proper determination of rates for such homes, to promote uniformity of procedures relating to such rates, to facilitate the convenience and compliance of the operators of such homes in applying for rates or rate increases, and to avoid duplication of effort on the part of the counties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I

County shall retain an independent contractor (hereinafter referred to as "Consultant") to provide to the parties hereto the services enumerated in Exhibit "A" attached hereto and incorporated herein.

II

County shall provide all necessary equipment, supplies and office space to Consultant.

III

The total funds expended by County under this Agreement shall not exceed the funds budgeted according to Exhibit "B" attached hereto and incorporated herein.

IV

The parties hereto and additional counties signatory to an identical agreement shall all share in said expenditures based upon the ratio of their respective populations to the total population of the participating counties.

V

Micro Fiched

Contractor shall pay to County quarterly in advance their pro-rata share of the funds budgeted in Exhibit "B" upon receipt of invoice prepared by the Auditor of Alameda County. Subsequent adjustments in the amounts payable shall be made so that the respective counties pay no more than the actual cost of the program.

VI

No payment shall be made to Consultant unless and until the Chief Probation Officer of Alameda County reviews and approves the performance of the Consultant.

VII

The Consultant Agreement shall be substantially in the form of Exhibit "D" attached hereto and incorporated herein.

VIII

This Agreement shall be incorporated into the Consultant Agreement as a limitation thereon.

IX

The term of this Agreement shall commence upon the day first above written and shall terminate July 1, 1976.

X

This Agreement can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF ALAMEDA

By _____
Chairman of the Board of
Supervisors of the County of
Alameda, State of California

"County"

Micro Fiched

_____

"Contractor"

Approved as to form

RICHARD J. MOORE, County Counsel

BY _____
Deputy County Counsel

I, Jack K. Pool, Clerk [illegible] Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

Dated: [illegible]

_____
JACK K. POOL, Clerk
Board of Supervisors

COUNTY OF YOLO

BY _____
CHAIRMAN, Board of Supervisors
County of Yolo, State of Calif.

ATTEST:
Laurence P. Henigan, County Clerk
Ex-Officio Clerk of the Board of
Supervisors.

By _____ Deputy.

APPROVED AS TO FORM

_____, Deputy
County Counsel of
Yolo County. 3-10-76

EXHIBIT "A"

The Consultant shall:

1. Serve as the Coordinator between the contracting counties' placement activities and the private/group homes/institutions with regard to the budgeting and rate setting process.

Micro Fiched

2. Assist the counties in the design of the 1976-77 budget questionnaire.

3. Assist the counties in developing a budget submission and review timetable.

4. Prepare a cover letter regarding the budget process and guidelines, prepare timetable as well as questionnaire instructions in a packet to be mailed to the private vendors by the 15th of December.

5. Handle all telephone inquiries regarding No. 4, above.

6. Meet wherever necessary with the private vendors and/or county representatives regarding No. 4, above.

7. Review all budgets as they arrive. If budgets are incomplete, follow up with the private vendors to ensure completeness. Review and verify all math on the requests. Set up budget folders for each facility which would include current year request and all previous records regarding past years' requests.

8. Work with the Bay Area Placement Committee, the Probation Business Managers Association, and the Welfare Business Manager personnel to create review teams, establish review criteria, assign budgets to the review teams, and schedule review team meetings. Monitor the review process ensuring that all teams are consistent in their reviews as well as meet their deadlines providing all necessary coordination and liaison to ensure successful conclusion of the negotiation process.

9. Schedule appeal hearings between vendor and appeal team.

10. Schedule appeals, if necessary, between vendors and the BAPC Joint Steering Committee.

11. Prepare final list of approved rates and distribute to all participating counties by June 15 of each year.

12. Notify all vendors in writing of agreed rate.

13. Monitor the Los Angeles institution rate setting process, meeting, if necessary, with Los Angeles personnel and publish and distribute to all participating counties the Los Angeles rates for all programs within Los Angeles County.

14. On all brand new programs or existing programs which miss the deadlines scheduled in No. 4, schedule a separate review process similar to the process outlined above, which may not coincide with the date in No. 11, above.

EXHIBIT "A"

EXHIBIT "B"

Staffing for Half-Time Position

Personnel Services		Detail	Total
Director	1/2 time @ $1,663/month	$9,978	
Sect/Clerk	1/2 time @ $815/month	4,890	
Payroll Tax - 5.58%		870	
Total Personnel Services			$15,738
Travel			
Mileage and Air Fare @ $100/month		$ 600	
Meals, Parking and Lodging @ $50/month		300	
Total Travel			$ 900
Supplies and Operating Expenses			
Office Supplies, Postage, etc. @ $110/month		$ 660	
Telephone and Telegraph @ $100/month		600	
Maintenance of Office Equipment @ $45/month		1st year warranties	
Copier Rental @ $224.00/month		1,344	
Total Supplies and Operating Expenses			$ 2,604
GRAND TOTAL	(for 6-month operation)		$19,242

Micro Fiched

EXHIBIT "C"

Micro Fiched

County	Population* As of 7/1/75	Half-Time Costs
Alameda	1,096,900	$ 3,697
Contra Costa	585,900	1,974
Marin	214,700	723
Mendocino	56,800	191
Monterey	261,200	880
Napa	86,900	293
Sacramento	683,100	2,301
San Joaquin	301,600	1,016
San Mateo	573,700	1,933
Santa Clara	1,178,900	3,972
Santa Cruz	144,600	487
Solano	184,700	622
Sonoma	237,800	801
Yolo	104,400	352
		$19,242

*Provisional population as indicated in the August 1, 1974, advance report of the Population Research Unit of the Department of Finance.

EXHIBIT "D"

CONSULTANT AGREEMENT

Micro Fiched

1. Parties. Effective on _____ the COUNTY OF ALAMEDA, hereinafter referred to as "County," and _____ _____, hereinafter referred to as "Consultant," mutually agree as follows:

2. Purpose. The County requires, and the Consultant is specially trained and experienced and competent to perform for all participating counties, the consultant services enumerated in andin accordance with the Master Agreement attached hereto, marked Exhibit "A," and by this reference made a part hereof.

3. Services. The Consultant shall render these services at the times and places specified by the Probation Officer of Alameda County.

4. Payment for Services. Consultant shall be paid for his services not more than the amounts allowed for personnel services and travel detailed in the budget of the Master Agreement.

Consultant shall submit to the Probation Officer of Alameda County not less than monthly, a statement in a form approved by said Probation Officer indicating in detail services performed under this Agreement and the dates and hours thereof.

Upon approval of said statement by the Chief Probation Officer of Alameda County, County shall pay Consultant the demand submitted.

5. Term. This Agreement commences on the date first above written and shall terminate July 1, 1976, and it may be cancelled by mutual consent or by either party giving five working days' advance written notice thereof to the other.

6. Status. The Consultant is an independent contractor and is not to be considered an employee of County or of the participating counties.

7. Indemnification. Consultant shall defend, save, indemnify and hold harmless the County, and participating counties, and their officers and employees from any and all liability for any damages arising from or connected with the services provided hereunder.

Micro Fiched

COUNTY OF ALAMEDA

By Fred F Cooper

Chairman of the Board of
Supervisors of the County
of Alameda, State of California

"County"

"Consultant"

I, Jack K. Pool, Clerk, Board of Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

Dated: JAN 28 1975

JACK K. POOL, Clerk
Board of Supervisors

JANUARY 13, 1976
Approved as to Form
RICHARD J. MOORE, County Counsel

REEL ..... IMAGE .....

By ..... Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor Bort, Seconded by Supervisor Santana
and approved by the following vote,
Ayes: Supervisors Bort, Santana and Temporary Chairman Bates - 3
Noes: Supervisors None
Excused ~~xxxxxx~~ Supervisors Murphy and Chairman Cooper - 2

THE FOLLOWING RESOLUTION WAS ADOPTED: NUMBER 165224

EXECUTE AGREEMENT

Micro Fiched

BE IT RESOLVED that the Chairman of this Board of Supervisors be and he is hereby authorized and directed to execute on behalf of the County of Alameda that certain agreement by and between the County of Alameda and YOLO COUNTY, providing for Yolo County to share in the cost of the consultant agreement with Alameda County and Hrayr Terzian to provide for the coordination and facilitation of rates for private and group homes and institutions.

FILED

CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA COUNTY, CALIFORNIA JAN 13 1976
ATTEST: JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS
BY: K. Dealea

vc

AGREEMENT NO. 76 35

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE VI

FILED
MAR 11 1976
LAURENCE P. HENIGAN, Clerk
By PAULA C. CORRAL
Deputy

Sub-Grantee Name	
UNIVERSITY OF CALIFORNIA AT DAVIS	
Address	
312 MRAK HALL	
City	Phone:
DAVIS, CA 95616	(916) 752-6660
Program Director	Date of Modification
LARRY HOOVER, MANPOWER COORDINATOR	

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 75-204 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   of $ -0- .

2. The grant period originally starting on 8/1/75 and ending on 6/30/76 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Barbara L. Stallman	Dale F. Baxter
(Signature of Authorized Officer)	
	DAVID L. BARTON, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

SX-52

(SEAL)

LISTING OF POSITIONS

CETA TITLE VI

UNIVERSITY OF CALIFORNIA, DAVIS Micro Fiched

	POSITION	SALARY & BENEFITS
Three	Principal Clerks (8/1/75 - 6/30/76)	$ 26,475
Three	Senior Typist Clerks (8/1/75 - 6/30/76)	22,896
Eleven	Typist Clerks (Varying Durations)	59,911
One	SRA I (8/1/75 - 6/30/76)	10,354
Eight	Lab Assistants (8/1/75 - 6/30/76)	62,448
One	Laborer (8/1/75 - 6/30/76)	8,278
One	Program Representative (8/1/75 - 6/30/76)	10,205
One	Animal Caretaker (8/1/75 - 6/30/76)	7,806
One	Assistant Storekeeper (8/1/75 - 6/30/76)	7,806
One	Bldg. Maintenance Worker (8/1/75 - 6/30/76)	8,825
One	Museum Preparator (8/1/75 - 6/30/76)	6,281
One	Groundskeeper (8/1/75 - 6/30/76)	8,825
One	Storekeeper (1/1/76 - 6/30/76)	4,935
Two	Senior Typist Clerks (1/1/76 - 6/30/76)	7,468
Two	Senior Typist Clerks (½ time) (1/1/76 - 6/30/76)	3,734
Four	Library Assistant (12/1/75 - 6/30/76)	18,120
One	Senior Clerk (12/1/75 - 6/30/76)	4,530
Forty-three	TOTAL THIS CONTRACT	$278,897
	Less Contract No. 75-204	$278,897
	Increase this Modification	ø

BK.

FILED
MAR 25 1976
LAURENCE P. HANGAR, Clerk
By Gale E. Lucas
Deputy

YOLO COUNTY AGREEMENT NO. 76-36

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of March, 1976, by and between Syar Industries, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

County Road 31 from 600 feet west of County Road 96 to 435 feet west of County Road 97

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Fiched

The work to be done is shown upon a set of plans entitled County of Yolo, State of California,

County Road No. 31 from 600 feet west of County Road 96 to 435 feet West of County Road 97.

(Plan Index No. 31.61 - 31.68) (WO # 4263)

Approved January 26, 1976 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1.	Clearing and Grubbing	Lump Sum	$6,000.00	$6,000.00
2.	Roadway Excavation	4,101 C.Y.	3.00	12,303.00
3.	Imported Borrow	1,150 C.Y.	4.00	4,600.00
4.	Aggregate Subbase (Class 1)	3,900 Ton	3.00	11,700.00
5.	Aggregate Base (Class 2)	2,350 Ton	4.00	9,400.00
6.	Aggregate (Type B, Asphalt Concrete)	5,225 Ton	12.00	62,700.00
7.	Paving Asphalt (AR-4000, Asphalt Concrete)	275 Ton	12.00	3,300.00
8.	Asphaltic Emulsion (Paint Binder, SS-1)	9 Ton	150.00	1,350.00
9.	Class A Concrete (10.6 C.Y.)	Lump Sum	3,900.00	3,900.00
10.	Bar Reinforcing Steel (1170 lbs.)	Lump Sum	500.00	500.00
11.	18" Reinforced Concrete Pipe	78 L.F.	28.00	2,184.00
12.	24" Reinforced Concrete Pipe	28 L.F.	30.00	840.00
13.	15" Corrugated Steel Pipe (0.109" Thick)	8 L.F.	30.00	240.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: As to Form

(County Counsel)

COUNTY OF YOLO

Micro Fiched

BY

Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By , Deputy

BY

C.M.Syar, President

Syar Industries, Inc.

P.O. Box 1272

Vallejo, California 94590

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 164053.

1 Book

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA

Yolo County
AGREEMENT 76-37

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SVS.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 18th day of February, 1976, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

OFFICER OR EMPLOYEE ACTING FOR STATE	AGENCY	CONTRACT NO.
EXECUTIVE DIRECTOR	OFFICE OF CRIMINAL JUSTICE PLANNING	A-2231-1-75
ACTING FOR COUNTY OR STATE, and		ORDER NO.
COUNTY OF YOLO, BOARD OF SUPERVISORS		A-2231-1-1

hereinafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

GRANT AWARD A2231-1-75 BETWEEN THE PARTIES HERETO IS HEREBY AMENDED TO CHANGE THE EXPIRATION DATE OF THE PROJECT FROM APRIL 30, 1976 TO DECEMBER 31, 1976 ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN AS PREVIOUSLY AGREED UPON.

RECEIVED
APR 19 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
APR 19 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Micro Fiched

Approved as to Form
Dated
Robert Schnabel
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: OFFICE OF CRIMINAL JUSTICE PLANNING	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE) ▶	BY (AUTHORIZED SIGNATURE) ▶
PRINTED NAME AND TITLE OF PERSON SIGNING: EXECUTIVE DIRECTOR	TITLE: CHAIRMAN, YOLO COUNTY BOARD OF SUPERVISORS
(CONTINUED ON ... SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: ROOM 207, COURTHOUSE, WOODLAND, CALIF. 95695

Do Not Write In This Space

EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL PURSUANT TO SECTION 1206 OF THE STATE ADMINISTRATIVE MANUAL.

AMOUNT OF THIS ESTIMATE	APPROPRIATION	FUND
$ No additional funds required		
UNENCUMBERED BALANCE	ITEM / CHAPTER / STATUTES / FISCAL YEAR	
$		
ADJ. INCREASING ENCUMBRANCE	FUNCTION	
$		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	
$		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ DATE APR 5 1976

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1206.3 have been complied with and the document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ DATE 4-12-76

STATE OF CALIFORNIA — OFFICE OF CRIMINAL JUSTICE PLANNING

Micro Fiched

GRANT AWARD MODIFICATION

OCJP-223 (6/74)

SUBGRANTEE	PROJECT NO.	AWARD NO.	TYPE(S) OF MODIFICATION
COUNTY OF YOLO	2231-1	A2231-1-75	[X] AMENDMENTS TO AWARD [ ] EXT. OF LIQUIDATION PERIOD
PROJECT TITLE: CONSOLIDATION OF COMMUNICATION CONTROL CENTER CONSOLE	MODIFICATION NO.	PL. AMEND. NO.	[ ] SOLE SOURCE [ ] EQUIPMENT
EXISTING GRANT DATES: FROM MAY 1, 1975 TO APRIL 31, 1976	REG/STATE AGENCY ID# - INITIAL	REPORTS-INITIAL	[ ] BUDGET REVISION [ ] OTHER

BUDGET CATEGORY	CURRENT ALLOCATION			PROPOSED CHANGE			REVISED ALLOCATION		
	GRANT FUNDS	MATCH FUNDS STATE	MATCH FUNDS *LOCAL	GRANT FUNDS	MATCH FUNDS STATE	MATCH FUNDS *LOCAL	GRANT FUNDS	MATCH FUNDS STATE	MATCH FUNDS *LOCAL
A. PERSONAL SERVICES									
B. EMPLOYEE BENEFITS									
C. TRAVEL									
D. CONSULTING SERVICES									
E. CONSTRUCTION									
F. OPERATING EXPENSES									
G. EQUIPMENT									
TOTALS									

* INDICATES $ IN CASH MATCH AND/OR $ IN SOFT MATCH

JUSTIFICATION OF MODIFICATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

1. Request an extension of the existing contract date from May 1, 1975, to April 31, 1976, to May 1, 1975 to December 31, 1976. This extension is necessary to complete objectives outlined in the project summary. (Please see attached justification)
2. Request approval to purchase the following listed equipment which is necessary to properly equip the Radio Console.)Please see attached for justification and equipment list.)

A. M. Houghton

SUBGRANTEE FINANCIAL OFFICER SIGNATURE	DATE	PROJECT DIRECTOR SIGNATURE	DATE	OCJP USE ONLY	DATE
▶ J.E. Houghton, Admn. Asstnt.	2-20-76	▶ Carol D. Carver	2-19-76	OCJP ANALYSIS COMPLETE	
REGIONAL [ ] DISAPPROVAL [ ] APPROVAL		REGIONAL PLANNING DIRECTOR SIGNATURE ▶	DATE 3/3/76	FORWARDED TO LEAA	
OCJP USE ONLY					
PROGRAM [ ] DISAPPROVAL [ ] APPROVAL		REGIONAL SUPPORT ▶	DATE 3/3/76	RECEIVED FROM LEAA	
FISCAL [ ] DISAPPROVAL [ ] APPROVAL		GRANTS MANAGEMENT ▶	DATE	APPROVED BY LEAA	

BL

YOLO COUNTY AGREEMENT NO. 76-38

IDENTI-KIT LEASE AGREEMENT

FILED
MAR - 2 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Palgrave
Deputy

MADE this 1st day of March, 1976, by and between THE IDENTI-KIT COMPANY, of the SMITH & WESSON LAW ENFORCEMENT GROUP, a division of BANGOR PUNTA OPERATIONS, INC., a New York corporation, with offices at 1230 E. Warner Avenue, Santa Ana, California, hereinafter called LESSOR, and COUNTY OF YOLO, on behalf of the YOLO COUNTY SHERIFF'S DEPARTMENT, Woodland, California, hereinafter called LESSEE:

Micro Fiched

W I T N E S S E T H:

WHEREAS, LESSEE desires to lease from LESSOR an Identi-Kit(s) consisting of the following: Identi-Kit(s), Serial Number(s) 5184; and

XEROX COPY

WHEREAS, LESSOR is willing to lease the Identi-Kit(s) to LESSEE upon the terms and conditions hereinafter stated.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do mutually covenant and agree as follows:

1. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Identi-Kit(s) described above for an initial term of one year(s) from the date of this lease. Upon the expiration of said initial term, this lease shall continue from year to year thereafter until terminated by either party upon ninety days written notice given prior to the commencement of any lease year.

2. The rental of said leased Identi-Kit(s) shall be $300.00 per year, and shall be payable in advance at the rate of $300.00 per year, July 1, 1976 thru June 30. In addition to such rental, LESSEE shall assume and pay any and all taxes and/or assessments which may be applicable to the Identi-Kit(s) in the event that the jurisdiction in which LESSEE leases or uses the Identi-Kit(s) levies any such taxes or assessments.

3. The Identi-Kit(s) shall remain the property of LESSOR and shall be returned to LESSOR promptly after the termination of this lease for any cause in as good condition as when received by LESSEE, ordinary wear and tear excepted.

4. LESSEE agrees to maintain the Identi-Kit(s) in good condition and to exercise care for its security from fire, theft, or other casualty, and, in event of loss or destruction of said Kit(s) or any part thereof, LESSEE shall be responsible to LESSOR for the reasonable value of said lost, damaged, or destroyed Identi-Kit(s) or any of its component parts.

5. LESSEE shall keep the Identi-Kit(s) free and clear of all liens and not permit anything to be done which might operate to prejudice LESSOR'S title. LESSEE shall comply with all laws, ordinances and regulations applicable to the Identi-Kit(s), the use thereof, and the premises on which it is installed; and indemnify and save LESSOR harmless from all claims, suits and liabilities of every character whatsoever arising from the operation and use of the Identi-Kit(s).

Micro Fiche

6. LESSOR agrees to service the Identi-Kit(s) and make needed repairs or replacements. LESSOR will make no charges for such repairs because of ordinary wear and tear or because of defective material or workmanship, but LESSEE will pay to LESSOR its normal charges for any repairs or replacements resulting from any other causes.

7. As a part of this agreement, LESSOR may, at its election, provide a school of instruction for an employee of LESSEE. In the event LESSEE's employee attends an Identi-Kit school of instruction, the Identi-Kit(s) covered by this lease shall be delivered to LESSEE'S employee during such Identi-Kit course of instruction. Any living and traveling expenses of such employee shall be at the expense of LESSEE.

8. LESSOR agrees to supply LESSEE a copy of its Identi-Kit Manual. This Manual represents in text form the instruction necessary to qualify operators in the Identi-Kit System. This Manual and all of its contents are duly registered and copyrighted by LESSOR, and LESSEE hereby agrees that no reproduction of its contents will be made without the expressed consent and permission of LESSOR.

Micro Fiched

9. In the event of default by LESSEE in the performance of any of its obligations hereunder, LESSOR may at its option terminate this lease. Upon termination of the lease for such default or at the expiration of the term hereof or any renewal thereof, by mutual consent or otherwise, LESSOR shall have the right to enter the premises of LESSEE and remove the Identi-Kit(s) without legal process.

10. LESSEE hereby further agrees that it will not use the Identi-Kit(s), or any of its component parts, for any commercial purposes whatsoever.

11. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

WITNESS the due execution hereof as of the day and year first above written.

THE IDENTI-KIT COMPANY, a member of
THE SMITH & WESSON LAW ENFORCEMENT GROUP,
a division of BANGOR PUNTA OPERATIONS, INC.
(LESSOR)

By: _____
Courtney Owens, General Manager

COUNTY OF YOLO, on behalf of the
YOLO COUNTY SHERIFF'S DEPARTMENT
Woodland, California
(LESSEE)

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

to Form

FILED

By Paula C. Corral

AGREEMENT NO. 76-39

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 2nd day of March, 1976 by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and RAYMOND A. BURTON and CRYSTAL BLOOM BURTON, husband and wife, as joint tenants, Box 67, Brooks, California 95606, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and RICHARD N. BLOOM and BETTY D. BLOOM, his wife, entered into a Land Use Contract, Yolo County Agreement No. 70-104, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 at page 161.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-104.
2. All notices to be given to OWNERS under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

///

///

///

XEROX COPY

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Filmed

SUCCESSOR

_____
RAYMOND A. BURTON

_____
CRYSTAL BLOOM BURTON

EXHIBIT "A"

All that real property situate in the State of California, County of Yolo, described as follows:

Micro Fiched

A part of the Rancho Canada de Capay described as follows:
BEGINNING at a gas pipe driven into the ground on the division line between J. D. Everett & L. P. Everett, it being on the North line of the land referred to in the deed from J. B. Everett, dated October 23, 1888, and recorded in Book 44 of Deeds, at page 62, and further defined as being South 70° 45' West 13.3 feet from the Southeast corner of L. P. Everett's Southern Addition to the Guinda Colony Tract, and running thence South 17° 57' East along the West line of the lands of F. C. B. Swete, 1026 feet to an iron monument marking the Southwest corner of the said Swete property; thence North 80° 01' East along the South line of the said F. C. B. Swete property 58.3 feet to an iron monument; thence South 1° 23' East parallel to and 15 feet Westerly from a row of fruit trees 786.5 feet to a 1" x 2" gas pipe; thence South 87° 32' West 558.6 feet to a 1½" gas pipe driven in the East fence line of a county road; thence North 1° 16' West along the East fence line of said county road 712 feet to an iron monument; thence North 7° 30' West 278.7 feet; thence North 17° 12' West 259.2 feet; thence North 24° 31' West 418.6 feet to an iron monument marking the intersection of the East fence line of the said county road with the South line of Lot 10 of L. P. Everett's Southern Addition to the Guinda Colony Tract; thence North 71° 05' East along the South line of said Lot 10 of L. P. Everett's Southern Addition to the Guinda Colony Tract 494 feet to the place of beginning, saving and excepting that 40 foot road running East and West through the above described tract of land.

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1976, before me, the undersigned County Clerk of the County of Yolo, personally appeared DAVID L. BARTON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

BY Ruth E. Lucas DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this February 11, 1976, before me the undersigned, a Notary Public in and for the said county and state, personally appeared RAYMOND A. BURTON and CRYSTAL BLOOM BURTON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 11TH day of February, 1976.

JULIET H VAN ZEE
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 29, 1978

Juliet H. Van Zee
NOTARY PUBLIC

RECEIVED
MAR 23 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAR 23 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76-40

(Agreement Amending Agreement No. 75-355 for Providing Certain Inpatient and Outpatient Services)

THIS AGREEMENT made and entered into this 9th day of March, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and SUTTER COMMUNITY HOSPITALS, a non-profit corporation, hereinafter called HOSPITAL.

W I T N E S S E T H

Micro Fiched

RECITALS:

1. The parties hereto wish to amend Agreement No. 75-355 to increase the rates of compensation for the services rendered by the HOSPITAL.

AGREEMENT:

1. Paragraph 2, Section A, on page 2 of Agreement No. 75-355 is hereby amended to read as follows:

2. Payment

A. The rate of compensation for services shall be in accordance with the following agreed upon rates:

Service	Rate
1. Outpatient psychiatric clinic	
a. Individual Therapy	$44/hr
b. Group Therapy	22/hr.
c. Social Work Evaluation	44/hr.
2. Psychiatric inpatient services	
a. Child	$135/day + ancillary costs
3. Psychiatric partial hospital service	
a. Full Day	$60/day + ancillary costs
b. Half Day	35/day + ancillary costs

4. Case-centered psychiatric consultation $41/hr.

2. All other provisions of said Agreement No. 75-355 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term hereof.

3. The term of this Amending Agreement shall be from the 10th day of February, 1976, until the 30th day of June, 1976.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAWRENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

SUTTER COMMUNITY HOSPITALS, a non-profit corporation

BY _____
ADMINISTRATOR

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

Book

FILED

APR - 8 1976

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 76-41

(Agreement for Janitorial Services for East Yolo Health Center - Salud Clinic)

THIS AGREEMENT, made and entered into this 9th day of March, 1976, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and ENVIRONMENT CONTROL, 3430 Balmoral Drive, Sacramento, California, 95821, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interior of the County of Yolo Health Department East Yolo Health Center (Salud Clinic) located at 530 "C" Street, Broderick, CA., and the exterior areas adjacent to the building as noted below:

Micro Fiched

A. Services shall include the following functions:

1. Daily (five days per week)

a. Dust mop all tile floors with oiled dust mop.

b. Damp mop all tile covered areas on the first floor of building.

c. Emptly ash trays and wastebaskets.

d. Replace discarded plastic wastebasket liners from all wastebaskets on the first floor with new plastic liners. (liners to be furnished by CONTRACTOR

e. Dust bookcases, file cabinets, chairs, horizontal desk surfaces and office equipment throughout first floor.

f. Clean sink in kitchen.

g. Clean and scrub all sinks in laboratory and emergency rooms.

h. Vacuum all carpeted areas and all areas covered

by room size rugs.

i. Spot clean carpets and walls as required.

j. Replace burned out light bulbs. (replacements furnished by COUNTY).

k. Clean, polish and disinfect wash basins, toilets, and urinals in restrooms.

l. Damp mop restroom floors.

m. Fill soap, towel, seat cover and toilet tissue dispensers. (Supplies furnished by COUNTY).

n. Remove accumulated trash to outside refuse container.

2. Semi-Weekly (Tuesdays and Thursdays).

a. Thoroughly wash examination tables in all treatment rooms.

b. Sweep porch areas, steps and sidewalks.

3. Weekly

a. High dust ceilings, moldings and light fixtures.

b. Vacuum fabric covered furniture.

Micro Fiched

c. Damp wipe vinyl furniture.

d. Dust vertical surfaces of cabinets, desks, etc.

e. Damp wipe wastebaskets where necessary.

4. Semi-Monthly

a. Completely strip and rewax all floors.

5. Monthly

a. Wash windows in building. (Inside and outside of each).

6. Quarterly

a. Steam clean all carpets.

7. At all times

Maintain custodial storage room in a neat and orderly condition.

---

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of TWO HUNDRED NINETY-FIVE ($295) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The period the the contract will be from March 8, 1976, through March 7, 1977, and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by the CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

Micro Fiched

C. Cleaning services shall be performed five days each week except for weekly official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period the contract may be revoked upon 15 day written notification to CONTRACTOR.

E. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, phone 666-8208 that such services are to be accomplished.

F. Unusual occurences or problems -- unlocked doors, stopped up plumbing, leaks, broken windowsor fixtures, etc. --- will be reported to the Department Head specified above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. Contractor employees shall not use telephones, disturb paper on desks, in cabinets or in drawers and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks -- except those items of supply specified herein which are to be provided by COUNTY.

Micro Fiched

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

L. Exculpatory clause. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all clains and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

M. Liability Insurance: CONTRACTOR agrees to, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR

against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed, and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. CONTRACTOR shall maintain adequate Workmen's Compensation insurance sufficient for the protection of himself and his employees.

Micro Fiched

O. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

P. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN; CLERK

BY _____
DEPUTY

CONTRACTOR:
ENVIRONMENT CONTROL

BY _____
ALAN COX, AREA MANAGER

AGREEMENT NO. 76-42

GRANITE CONSTRUCTION COMPANY

Watsonville 408 724-4711
Salinas - 408 424-1555
Santa Cruz 408 423-8840
Monterey - 408 394-1433
Sacramento 916 451-6531

Date of Proposal Feb. 23, 1976

Proposal Valid Until Feb. 27, 1976

PROPOSAL AND CONSTRUCTION CONTRACT

GRANITE CONSTRUCTION COMPANY, hereafter called "Contractor," and

County of Yolo **hereafter called the "Owner,"**

agree as follows:

FILED
MAR 15 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

1. **Description and Location of Work.** Contractor agrees to perform the following work

Frontage Improvements for Gibson Museum

Located At Gibson Rd.,

Woodland, California

2. **Plans and Specifications.** The above work shall be performed in accordance with the following plans and specifications:

As prepared by Laugenour & Meikle Engineers and City of Woodland Specs.

Such plans and specifications are, by this reference, incorporated herein and made a part of this contract, but are not attached.

3. **Payment.** Owner shall pay to Contractor, as full compensation for all the work hereunder the following amount:

See attachment "A"

Micro Fiched

a. The above prices shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied.

b. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Engineer, or other representative of Owner and Contractor, upon completion of all work hereunder.

4. **Time.** Contractor shall commence work hereunder as promptly as practicable after the receipt of written notice to proceed from Owner and shall complete the work within 60 working days. A working day is defined as any day except Saturdays, Sundays, and legal holidays and except days on which the Contractor is prevented by inclement weather or conditions resulting therefrom, adverse to the current controlling operation or operations from proceeding with at least 90% of the normal labor and equipment force required for such operation or operations.

5. **Special Conditions.**

1. Any unsuitable excavation or backfill to be paid for as extra work.

6. **Contract Documents.** The contract documents shall consist of this Agreement and attachments numbered "A"

Executed at Sacramento, California, February 23 19 76.

If Acceptable Please Sign Original and Return

GRANITE CONSTRUCTION COMPANY
State of California Contractor's License No. 89

BY [signature] BY [signature]
Owner Contractor

CHAIRMAN, BOARD OF SUPERVISORS,
Business Address COUNTY OF YOLO, STATE OF CALIFORNIA

Job No.

Residence Address

Approved as to Form
Dated 3/5/76
[signature], Deputy
County Counsel

Name of Construction Lender

Address

This Contract Is Subject to the Terms and Conditions Appearing on the Reverse Side Hereof.

FORM 203

GENERAL CONDITIONS

1. **WORKMANSHIP AND MATERIALS:** Contractor acknowledges that it is familiar with the nature and location of the work. All work shall be performed by Contractor in a workmanlike manner, and Contractor shall use its best skill and judgment in the performance of all work under this contract.

2. **COMMENCEMENT AND PROGRESS:** Contractor shall commence the performance of this contract as soon as practicable following notification by the Owner to do so, and shall continue diligently to complete such work in conformity with this agreement and in accordance with the plans and specifications.

3. **PAYMENTS:** Contractor shall receive progress payments monthly in proportion to the amount of work completed. Within ten (10) days after Owner receives a statement from Contractor setting forth the proportionate part of the work which Contractor's estimate shows to have been earned during the period covered by such statement, Owner will pay to Contractor an amount equal to 90 % of such estimate. The remaining 10 % due Contractor shall be paid to it within thirty-five (35) days after final completion of the work by Contractor. The proportionate amount of work billed on Contractor's progress billings shall be subject to the approval of Engineer of Owner. Progress payments shall not be construed an acceptance of any work, the entire work being subject to final inspection and approval by Owner. Owner agrees to pay interest at the rate of eighteen (18) percent per annum to Contractor on any amounts not paid when due.

4. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes in the scope of work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price for such work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter.

5. **COST OF THE WORK:** Contractor shall pay for all work required under this contract, save and excepting such items thereof as shall be designated as the responsibility of Owner in the plans and specifications, or in the special provisions.

6. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments arising from or out of any negligence of Contractor, its agents, employees, or subcontractors, in performing the work under this contract.

7. **RESPONSIBILITY FOR WORK:** Contractor shall be responsible for and shall bear any loss of or damage to the work and all materials, supplies and equipment until firm acceptance thereof unless such loss or damage results from the actions, fault, or negligence, either active or passive, of the Owner, his agents, employees, contractors or anyone acting on owners behalf.

8. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this contract. A certificate of such insurance shall be filed with the Owner if he so requests.

9. **UNAVOIDABLE DELAYS -- EXTENSION OF TIME:** In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the Contractor and without the fault or negligence of Contractor, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, in either its sovereign or contractual capacity, fire, flood, epidemics, strikes, freight embargos, inclement weather, unsuitable ground conditions or delays caused by Vendors or other Contractors, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of any such causes.

Micro Fiched

10. **CHANGED CONDITIONS:** In the event sub-surface or latent physical conditions differ materially from those indicated in this contract, or in the event there exists unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered in work of the character provided for in this contract, Contractor shall advise Owner of the existence of such conditions and the parties shall equitably adjust the contract price to provide for any increase resulting from such condition.

11. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government and particularly those regulations relating to hours and working conditions.

12. **OWNER DEFINED:** Owner represents he is the Owner in fee simple of the real property upon which the construction improvement is to be made. For the purpose of administration, wherever in this contract the word "Owner" is used, it shall include the Architect, Supervising Engineer and any other duly authorized representative of the Owner.

13. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the work being performed hereunder, Owner shall promptly inspect the job and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion. In the event the work performed is subject to further inspection and/or final acceptance by another party, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the work shall be deemed completed and accepted. Such acceptance shall not relieve the Contractor of responsibility for repairs or replacement from faulty materials and workmanship which appear within a period of one year from the date of such completion.

14. **BUILDING PERMITS:** Owner will obtain and pay for all building permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other similar items required for the performance of work hereunder.

15. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the work hereunder, and all work performed by subcontractors shall be subject to all of the applicable terms and conditions of the contract documents.

16. **LIENS & CLAIMS:** Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the work done hereunder. Owner warrants that contractors right to Mechanics Lien has not been and will not be waived by Owner or anyone else without specific approval of Contractor.

17. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this agreement, Contractor shall have the right to stop work. In such event all amounts due Contractor, including retention, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.

18. **TERMINATION BY OWNER:** In the event Contractor shall fail to perform any provision of this agreement, and such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this contract and cause the balance of the work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the contract price, Contractor shall promptly pay such difference to Owner on demand.

19. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to a judgment for his costs and reasonable attorney's fees.

20. **NOTICES:** Any notice required or permitted hereunder may be served personally on the Superintendent of Construction, or on the duly authorized representative of the Owner at the jobsite, or may be served by certified mail directed to the address of the party shown on the face of this contract.

21. **ASSIGNMENT:** This agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.

22. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.

23. **JURISDICTION:** It is understood and agreed that each and every provision of this contract, including any action or lawsuit brought hereunder, shall be interpreted in accordance with the laws of the State of California and this contract shall be deemed to have been made and entered into at Watsonville, California.

California law requires the following statement to be included in a written contract where the contractor performs work in a penal contract within the limits of California in which the written contract applies: "Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
1020 N Street
Sacramento, CA 95814"

Attachment "A"

GIBSON MUSEUM

GIBSON ROAD FRONTAGE IMPROVEMENT

UNIT PRICE SCHEDULE

JOB No. 464-7
Sheet 1 of 1

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Clearing & Grubbing	1 Job	Lump Sum	$ 500.00
2.	Excavation	1 Job	Lump Sum	100.00
3.	Roll Curb, Gutter & Sidewalk incl.			
	two 25' Driveways	300 L.F.	$ 7.45	2,235.00
4.	Paving: 3"AC & 8"AB & overlay with			
	seal coat	3,900 S.F.	0.57	2,223.00
5.	Street Light	1 EA	585.00	585.00
6.	Street Lighting Cond. 1" with 2 #8			
	copper wires & connections	195 L.F.	2.15	419.25
7.	3" Cast Iron Water pipe	75 L.F.	5.70	427.50

Micro Fiched

TOTAL $6,489.75

Beck

MAR 22 1976

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 76-43

CONTRACT EMPLOYING ATTORNEY

The undersigned Clients retain and hire E. L. MEANS, Attorney at Law, to represent the Client, ERWIN W. MEIER, and Mr. Means agrees to represent said Client ERWIN W. MEIER, as a named defendant in his official capacity as County Executive for the County of Yolo, in the following matter:

That certain case entitled DENE HEDRICK, et al vs. BETSY A. MARCHAND et al filed in the United States District Court for the Eastern District of California CIV. S 75-680.

The Client County of Yolo, a political subdivision of the State of California, agrees to pay to Mr. Means for his professional services representing Client ERWIN W. MEIER in said matter as follows:

(1) A retainer of $100.00, and in addition thereto,

Micro Fiched

(2) $300.00 for each day in Court for any reason or $150.00 if one-half day or less is involved, and also

(3) $50.00 per hour from November 18, 1975 for time in preparing all aspects of the case, and also

(4) Any necessary travel expenses, meal expenses, and lodging incurred outside of Yolo County, California.

The Client County of Yolo agrees further to pay all costs of suit incurred in said action and to promptly reimburse Mr. Means for any costs of suit advanced by him upon his billing therefor. Mr. Means may in his discretion employ investigators, attorneys or other experts as may be necessary whose fees shall be chargeable as advanced costs and paid by the Client County of Yolo upon billing by Mr. Means.

The Client County of Yolo Further agrees to pay other expenses and costs incurred and to be incurred in the above matter, including but not limited to, the following: Court reporter costs, deposition costs, copy machine costs, postage costs, long distance telephone charges, and like charges and expenses.

No settlement shall be binding without the consent of the Client ERWIN W. MEIER.

This contract does not cover any work on appeal and Mr. Means does not agree to undertake any such work unless a separate contract in that respect be agreed upon.

The attorney may withdraw at any time upon giving reasonable notice to the Client ERWIN W. MEIER.

Client ERWIN W. MEIER is to pay no part of the costs, expenses, or Mr. Means' fee with reference to this contract.

In the event Mr. Means is paid for his services in said matter from any other source then said Client County of Yolo, State of California, Mr. Means agrees to pay over any and all amounts so received by him to the said Client County of Yolo, State of California.

Signed at Woodland, California on March 9, 1976.

Micro Fiched

ERWIN W. MEIER, County Executive of the County of Yolo, State of California, Client 3-22-76

E. L. MEANS, ESQ., Attorney

County of Yolo, State of California, a Political Subdivision, Client,

By _____
Chairman of the Board of Supervisors as duly authorized to sign this Contract on behalf of the said County of Yolo, State of California, a Political Subdivision

Approved as to Form

Dated

County Counsel of Yolo County

Deputy

Amended By Agree. 76-214

AGREEMENT NO. 76- 44

(Joint Exercise of Powers Agreement)

THIS AGREEMENT dated this 16th day of March, 1976, by and between the CITY OF SACRAMENTO, a municipal corporation, COUNTY OF YOLO, a political subdivision of the State of California, and the COUNTY OF SACRAMENTO, a political subdivision of the State of California,

W I T N E S S E T H:

RECITALS:

1. The parties hereto have executed a Joint Exercise of Powers Agreement dated March 29th, 1974 creating the SACRAMENTO-YOLO MANPOWER AGENCY.

Micro Fiched

2. Paragraph 7 of that Joint Exercise of Powers Agreement provided for the term of the agreement to continue to and through June 30th, 1975. It further provides that the parties upon mutual agreement may extend the agreement for one year periods commencing January 1st, 1975 and each July 1st thereafter.

3. The parties hereto exercised the power to extend the agreement by a Joint Exercise of Powers Agreement dated January 20th, 1975 which extended the term for a one-year period commencing July 1st, 1975 and continuing to and through June 30th, 1976.

4. The parties hereto desire to extend the agreement for a one-year period commencing July 1st, 1976 and ending June 30th, 1977.

5. The parties hereto by a Joint Exercise of Powers Agreement - Amendment dated November 18th, 1975 have changed the name of the Joint Powers Agency from SACRAMENTO-YOLO MANPOWER AGENCY to SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY.

AGREEMENTS:

1. Pursuant to the provisions of Paragraph 7 of the Joint Exercise of Powers Agreement dated March 29th, 1974 by and between the parties hereto, as amended, the parties upon mutual agreement hereby extend the term of that agreement as amended for a one-year period commencing July 1st, 1976 and continuing to and through June 30th, 1977.
2. In all other respects, the Joint Exercise of Powers Agreement dated March 29th, 1974, and the renewal thereof dated January 20th, 1975, and the amendment thereto of November 18th, 1975, are hereby ratified and confirmed.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by the proper officer thereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

BETTY D. POOHAR, Clerk
Board of Supervisors

BY _____
Deputy

(SEAL)

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK
Clerk of the Board of Supervisors

BY Barbara Rodgers
Deputy

(SEAL)

CITY OF SACRAMENTO, a municipal corporation

BY_____
MAYOR

ATTEST:

_____
CITY CLERK

BY_____
DEPUTY

(SEAL)

Micro Fiched

FILED
LAURENCE P. HOWARD, Clerk
By Debra Conley
Deputy

AGREEMENT NO. 76-45

WORK STUDY AGREEMENT

THIS AGREEMENT entered into between University of the Pacific McGeorge School of Law, hereinafter known as the "Institution", and YOLO COUNTY PUBLIC DEFENDER, hereinafter known as the "Organization", a (public organization), (~~private non-profit organization~~), (strike one) for the purpose of providing work to students eligible to participate in the College Work-Study Program.

Micro Fiched

1. Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, will set forth brief descriptions of the work to be performed by students under this Agreement, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized. These schedules will also state the total length of time the project is expected to run, the total percent of student compensation that the Organization will pay to the Institution, and the total percent, if any, of the cost of employers' payroll contribution to be borne by the Organization. The Institution will inform the Organization of the maximum number of hours per week a student may work.

2. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization is aware that should a student be academically disqualified from school he or she would be ineligible for further work-study benefits and thus subject to dismissal. The Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, national origin, or sex, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (P.L. 92-318) and the Regulations of the Department of Health, Education, and Welfare which implement those Acts.

3. Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.

4. The Organization shall be deemed the employer for purposes of this Agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact.

5. Compensation of students for work performed on a project under this Agreement will be disbursed - and all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State social security laws, or under other applicable laws, will be made - by the Institution.

Micro Fiched

6. At such times as are agreed upon in writing, the Organization will pay to the Institution an amount calculated to cover the Organization's share of the compensation of students employed under this Agreement.

7. In addition to the payment specified in Paragraph (6) above, at such times as are agreed upon in writing, the Organization will pay, by way of reimbursement to the Institution, or in advance, an amount equal to any and all payments required to be made by the Institution under State or local workmen's compensation laws, or under Federal or State social security laws, or under any other applicable laws, on account of students participating in projects under this Agreement.

8. The parties agreed that the work performed by students shall be in the public interest and shall not:

a. Displace employed workers or impair existing contracts or services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

9. The Organization will furnish to the Institution for each payroll period time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students.

IN WITNESS WHEREOF, the parties executed this Agreement this 23rd day of March, 1976.

Micro Fiched

ORGANIZATION YOLO COUNTY

By Dale I Barton
Its Authorized Representative

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

INSTITUTION

By Nick A LaPlaca
Its Authorized Representative,
Dr. Nick A. LaPlaca,
Director of Placement

Approved as to Form
Robert [illegible]
County Counsel of Yolo County

DATE: March 23, 1976

SCHEDULE A

Number of students to be employed under this agreement: One

STUDENT NAMES	Total hours each student is authorized to work for the period of agreement:	Average Number of student hours per week:*	Maximum number of hours student may work per week:*	Hourly rate of pay (may not be in excess of $3.50 per hour):
Cynthia Kelly	253.33	-20-	-20-	$3.00

Period of Contract: March 15, 1976 TO May 14, 1976

*The Organization will allow no student to work for more than an average of twenty hours per week over a quarter, or other term used by the Institution in awarding units to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week during which a student is on vacation.

ORGANIZATION: Yolo County

By _____
Its Authorized Representative

INSTITUTION:

By _____
Its Authorized Representative,
Dr. Nick A. LaPlaca
Director of Placement

DATE March 23, 1976

SCHEDULE B

Institution shall pay from its federal funds sixty (60%) percent of the agreed student salary rate and it is understood and agreed that Orginization will bear forty (40%) percent of the total compensation to be paid to said students, together with any hourly amount in excess of the agreed student salary.

Organization will make payment of its forty percent (40%) share of the student salaries, plus any additional compensation on the following dates:

Micro Filmed

March 1976

April 1976

May 1976

June 1976

ORGANIZATION: Yolo County

By _____
Its Authorized Representative

INSTITUTION:

By _____
Its Authorized Representative,
Dr. Nick A. LaPlaca
Director of Placement

DATE March 23, 1976

SCHEDULE C

AGENCY NAME: _____

NUMBER OF JOBS	JOB TITLE	RATE/HOUR*	BRIEF DESCRIPTION

Micro Fiched

ORGANIZATION: Yolo County

By _____
Its Authorized Representative

INSTITUTION:

By _____
Its Authorized Representative,
Dr. Nick A. LaPlaca
Director of Placement

* Organization shall pay full amount of any salary in excess of amount shown on Schedule A.

RECEIVED
APR - 91976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 76-46

FILED
APR - 91976
LAURENCE P. HENIGAN, Clerk
By. Barbara Rodgers Deputy

THIS AGREEMENT made and entered into this 30th day of March, 1976, by and between the COUNTY OF YOLO, a political Subdivision in the State of California, hereinafter referred to as "COUNTY", and CLENDENEN & ASSOCIATES - CONSULTANTS, INC., Consulting Civil Engineers, hereinafter referred to as "ENGINEER"

W I T N E S S E T H :

WHEREAS, County desires to have an investigation conducted and report prepared on the development of a program for obtaining required future water supplies for Yolo County; and

Micro Fiched

WHEREAS, County finds it necessary to contract for engineering services for said investigation and report on County future water supply;

NOW, THEREFORE, the County and Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County and its Officers and Agents in regard to the said study and plan and perform professional services as hereinafter provided in this agreement.

2. Engineer shall, upon execution hereof, promptly commence and thereafter diligently prosecute to completion for presentation to the County the engineering investigation and report consisting of those items listed in the proposal attached hereto.

3. Engineer shall perform and complete the work described in Section 2 in accordance with generally accepted engineering practices.

4. For this entire work the County shall reimburse the Engineer for actual time and expenses in accordance with the schedule set forth in

Item (a) below, but in no event shall the total payment to the Engineer exceed Nine Thousand Five Hundred ($9,500) without the written consent of the Baord of Supervisors of County:

(a) Engineer staff are billed at rates presented on the attached fee schedule

(b) Said compensation shall be due and payable to Engineer for engineering services outlined above in accordance with the following:

On monthly billings as the work is incurred, ninety percent (90%) of the amount billed shall be payable within thirty (30) days after receipt of statement.

Micro Fiched

The remaining amount incurred beyond the ninety percent (90%) shall be payable within one (1) month after the presentation to County of the final written report.

(c) County may terminate or discontinue the work authorized under any part of this contract by giving ten (10) days written notice of such termination; and, in such event, County agrees to pay to Engineer up to date of such termination or discontinuance at said agreed rates.

5. Engineers shall make use of any information the County has accumulated related to the work.

6. Engineer shall perform all of such services, prepare all of such reports, and compile all information and data as herein undertaken, for the reimbursement provided and shall exercise all of the care and judgment consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of the Agreement.

7. Engineer shall complete and present to the County Director of Public Works a draft for review prior to final submittal to the County Board of Supervisors. The completed report shall be submitted within a four month period from receipt of the signed Agreement by Engineer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a Political Subdivision of the State of California

By _____
Vice Chairman of the Board of Supervisors of Yolo County, California

Micro Fiched

Engineer:

CLENDENEN & ASSOCIATES - CONSULTANTS, Inc.

By _____
Frank B. Clendenen, President

CLENDENEN & ASSOCIATES - CONSULTANTS, INC.
12405 LOCKSLEY LANE ••• AUBURN, CALIFORNIA 95603 •• 916-885-7578

March 16, 1976

FEE SCHEDULE

Our firm is pleased to submit the following schedule of fees for engineering services:

Principal Consultant	$32.00 per hour
Senior Engineer	23.00 " "
Associate Engineer	19.00 " "
Assistant Engineer	16.50 " "
Junior Engineer	14.00 " "
Engineering Technician	12.00 " "
Engineering Aid	9.50 " "
Draftsman	12.00 " "
Inspector	12.00 " "
Clerical	8.40 " "

Micro Fiched

Additional engineering services as authorized by the Client and provided by outside consultants will be billed at cost times the factor of 1.15.

Mileage @ $.15 per mile

Blueprinting	$.10 per square foot
Sepia	.20 per square foot
Myler	.40 per square foot

Long distance telephone calls.

Actual and necessary travel expense.

CLENDENEN & ASSOCIATES - CONSULTANTS, INC.

June 24, 1975

A PROPOSAL FOR THE DEVELOPMENT OF A PROGRAM FOR OBTAINING REQUIRED FUTURE WATER SUPPLIES FOR YOLO COUNTY

Problem

While there is much data on soils, cropping patterns, water requirements and water resources within Yolo County, there is no plan for the economic and timely acquisition of required additional water supply. Without such a plan, there exists the possibility that water needed for desired present and future agricultural, municipal, and industrial development may not be economically obtained. It is known that during the last few years, the economic availability of additional water has diminished significantly. Thus, it is apparent that time is the large factor in establishing an adequate economic future for Yolo County.

Project

Micro Fiched

The available water supplies of Yolo County are to be inventoried and compared to the estimated agricultural, municipal, and industrial water requirements; present and future. The status of water rights and possible purchase agreements for acquiring the needed supplemental water will be investigated.

The project will consist of:

1. The name and location of surface water flows with developable waters located on or within the boundaries of said County;

2. The availability of water within said surface flows either by
   a. appropriation or
   b. purchase;

3. A summarization of said County's water needs for agricultural, municipal and industrial use through the year 2050, said summary to be based on data and projections already made by others;

4. The actions the County must take to appropriate or purchase surface water flows and the estimated costs of a minimal development program to protect said water rights;

5. A summary of the various agencies of government the County may establish to develop its surface water resources;

6. A projection as to the time when the surface flows now available to the County will no longer be available either by appropriation or purchase;

7. A summary of surface water flow rights (by appropriation or purchase) now held by organizations, both public and private, within the County of Yolo.

Micro Fiched

Project Personnel

The Project Manager will be Frank B. Clendenen. The additional technical expertise and clerical assistance will be obtained from the staff of Clendenen & Associates - Consultants, Inc.

Project Schedule and Completion Date

The project shall be completed within a four months period. Progress report and final draft of the completed report shall be reviewed by the Yolo County Director of Public Works. The final report shall be submitted with fifty (50) copies upon completion of the project.

FILED

APR 13 1976

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 76-47

(Agreement for information referral and transportation services for older Americans)

THIS AGREEMENT, executed this 30th day of March 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Mexican-American Concilio of Yolo County, a non-profit corporation, incorporated under the laws of the State of California, hereinafter referred to as AGENCY.

W I T N E S S E T H:

Micro Fiched

I. RECITALS:

1. COUNTY is the recipient of a grant by the Planning Council, Area 4, Area on Aging, pursuant to Title III of the Older Americans Act of 1965 P 303, for the purpose of implementing an information, referral and transportation service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive and coordinated information and referral service to the older Americans residing in Yolo County by direct services and contractual services with existing non-profit agencies which now provide services to older Americans in designated areas of the County.

3. AGENCY hereby represents that it is an existing non-profit corporation which does now provide services to older Americans in a geographical area of Yolo County, designated below, and that it is able to provide the services which are the subject of this agreement.

II. AGREEMENTS:

1. Mexican-American Concilio of Yolo County, 716 Main Street, Woodland, California 95695
(Name and address of agency)

agrees to perform information, referral and transportation for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

City of Woodland

County of Yolo

2. TERM: The term of this agreement shall be for no longer than one year beginning April 1, 1976 and ending June 30, 1976, hereinafter called the Original Term.

3. SERVICES PROVIDED: AGENCY agrees to perform the services as hereinafter specified for COUNTY, in accordance with the terms of this agreement.

4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees:

a) Payments made pursuant to this agreement are to be expended for the purposes set forth herein, and for no other purpose, and in strict compliance with all applicable laws, regulations, policies and procedures of the COUNTY, State of California, and the Administration on Aging of the United States Department of Health, Education and Welfare.

Micro Fiched

b) AGENCY agrees to execute and abide by the assurance of compliance with the Civil Rights Act of 1964, (Exhibit A) attached hereto and incorporated herein by this reference.

c) AGENCY agrees that payments by COUNTY may be terminated at any time for violations of any terms, conditions, or requirements of this agreement.

d) AGENCY further agrees to comply with all Federal, State and local laws and regulations relevant to the operation conducted by AGENCY and to keep in effect any and all Federal, State or local licenses, permits, notices and certificates that are required for the operation of AGENCY.

e) AGENCY agrees to comply with all applicable laws relating to wages, hours of employment and occupational safety.

f) If AGENCY acquires capital assets with any Federal funds, AGENCY agrees to comply with all applicable Federal laws, rules and procedures relating to the acquisition, retention and disposition of said assets.

5. INSURANCE AND INDEMNITY: AGENCY agrees:

a) AGENCY shall procure and maintain comprehensive personal injury and property damage liability insurance for any damages caused by vehicle used in AGENCY'S service operation, with policy limits of at best $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident; and $100,000 for property damage in any one accident. Said insurance specifically shall designate COUNTY as an insured for all purposes.

b) Performance Bond: AGENCY shall procure and maintain a surety bond in favor of COUNTY executed by a surety company licensed by the State of California, and conditioned on AGENCY'S faithful performance of this agreement.

c) AGENCY agrees to provide COUNTY with certificates of an insurance and the bond as aforesaid to demonstrate that it has procured the required insurance and bond. AGENCY hereby represents that the following information accurately identifies and describes the liability insurance and performance bond:

Micro Fiched

INSURANCE:

1. Name of Insurance Carrier U. S. Fidelity & Guaranty Company, Baltimore, Maryland.
2. Description of Policy Comprehensive General-Automobile Liability
3. Limits of Policy General Liability $300,000, Automobile $100,000 each person, $300,000 each occurrence, $100,000 Property Damage.
4. Effective Dates of Policy April 19, 1975 to April 19, 1976.
5. Name and Address of Agent Lawson & Blevins Insurance Agency, 425 Main Street, Woodland, California 95695.

BOND:

6. Name of Bonding Company U.S. Fidelity & Guaranty Company, Baltimore, Maryland.
7. Number of Bond 69-0030-28-76
8. Limits of Bond $5,000
9. Effective Date of Bond January 20, 1976 3 years.

Furthermore, AGENCY agrees to provide COUNTY with any necessary permission required by the liability insurance carrier and/or the bonding company to enable the insurance carrier and the bonding company to promptly notify COUNTY directly in the event that such liability insurance or performance bond is cancelled, terminated, or modified.

d) Indemnification: AGENCY agrees to indemnify, defend and hold harmless COUNTY, the Area 4 Agency on Aging, the State of California, and their officers, agents and employees from any and all claims or losses resulting from the performance of this agreement by AGENCY, including both claims for any personal injury or property damage, and claims for any breach of contract between AGENCY and any person or firm which claims a breach of contract with AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and any other expenses incurred by

AGENCY in providing services pursuant to this agreement, and shall assume any and all responsibility for loss or damage resulting from the performance of this agreement by AGENCY. In the event that any claim is filed against AGENCY by any person or firm, for any damage arising out of the performance of this agreement, AGENCY agrees promptly to notify COUNTY of the fact.

e) AGENCY shall provide at its own expense, necessary Workmen's Compensation Insurance coverage, and shall inform COUNTY of its Workman's Compensation Insurance carrier.

Micro Fiched

6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be construed to be, an independent contractor of COUNTY, and not an agent of COUNTY. No officer, employee, agent or contractor of AGENCY is, nor shall they be construed to be, an officer, agent, or employee of COUNTY, of the Area 4 Agency on Aging, of the Federal Government, or the State of California, for any purpose.

7. REQUIRED REPORTS: AGENCY agrees:

a) To provide monthly reports to COUNTY, with regard to AGENCY's activities, specifically designating the activity and the time spent, prior to the release of any funds by COUNTY to AGENCY. Upon submission of the afore-said written report, and its countersignature indicating approval by Burr Shafer, Administrative Services Officer, COUNTY shall pay to AGENCY funds earned to date. In no event shall the funds paid by COUNTY to AGENCY exceed the sum of $2,973.00 which are the maximum total funds available under this agreement. In no event will any claim by AGENCY against COUNTY be paid after June 30, 1976. COUNTY shall make the aforesaid payment to AGENCY monthly on or before the 15th day of the month next succeeding the calendar month for which the payment was earned.

b) AGENCY agrees to place all money received from COUNTY in a separate account, and not to co-mingle said funds with funds received from any other source or pursuant to any other agreement, and to expend the same solely for the purposes set forth in this agreement.

c) AGENCY shall keep sufficiently detailed records bearing upon service operations performed by AGENCY to allow COUNTY, or other authorized personnel to determine compliance by AGENCY with all applicable laws and regulations. Said records shall be maintained in the AGENCY project site, or at the appropriate agency of the State of California. Said records shall be maintained for no less than three (3) years from the

termination of this agreement. COUNTY, representatives from the Area 4 Agency on Aging, or other representatives or auditors of the U. S. Department of Health, Education and Welfare, the COUNTY or the Area 4 Agency on Aging, shall be granted reasonable access to such records upon request.

Micro Fiched

d) AGENCY furthermore shall submit monthly reports detailing in kind contributions received by AGENCY; said records shall be submitted monthly to COUNTY, and shall be sufficiently detailed to enable COUNTY to ascertain compliance with all conditions set forth herein, and the performance standard and budget submitted by AGENCY and attached hereto as Exhibits B and C, and incorporated herein by this reference.

e) AGENCY will, within thirty (30) days from the close of the project year, provide COUNTY with an audit certified by a Certified Public Accountant. If AGENCY is a public entity, AGENCY will provide an ending financial statement executed by the Chief Auditor of AGENCY. The General Accounting Office of the State of California, and COUNTY'S auditor, upon request shall have reasonable access to all such records for purposes of audit or review. Authorized representatives of COUNTY, Area 4 Agency on Aging, the California State Office on Aging, and the United States Department of Health, Education and Welfare shall have the right to conduct on site administrative reviews of the service operation provided by AGENCY and all records relevant to this agreement.

8. DISPOSITION OF CAPITAL ASSETS: AGENCY agrees that any equipment purchased by it in this project will be used for future senior citizen projects, and additional like equipment for future projects will not be required. New equipment for any subsequent Title III Older Americans program will be purchased only if said equipment cannot be secured from phased out Title VII programs, or acquired from access or surplus property. The Area 4 Agency on Aging, or the State of California, whichever is applicable, shall retain title to all equipment acquired, which is identified under the equipment portion of the budget attached hereto as Exhibit "B". At completion of the project by AGENCY, COUNTY agrees to dispose of the equipment in accordance with Federal and State procedures.

9. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall be comparable to the prevailing salaries for similar work in the location of the service.

10. AGENCY agrees to maintain a management office and headquarters for the operation of AGENCY'S services at the address stated above as the address of AGENCY.

11. TERMINATION:

a) COUNTY may terminate this agreement and be relieved of the payment of any consideration then due to AGENCY should AGENCY fail to perform any covenant herein contained at the time and in the manner herein provided. Each of the listed provisions of this agreement is, and shall be construed to be, both an independent covenant, and a condition, breach of any of which gives COUNTY the right to rescind this agreement upon written notice of AGENCY. In the event of such rescission, COUNTY may proceed with the services herein agreed to be performed by AGENCY, and to deduct the costs to COUNTY from any sum then due to AGENCY under this agreement.

Micro Fiched

b) AGENCY may terminate this agreement at any time by giving COUNTY two written notice of said termination.

12. ASSIGNABILITY: Neither the whole nor any part of this agreement is assignable to any person or firm without prior written authorization of COUNTY obtained.

13. This writing embodies the total agreement of the parties hereto, and shall supersede any other agreement, written or oral, prior to or contemporaneous with the execution of this agreement. No alteration, modification, or deletion of this agreement shall be effective unless written and executed by the parties hereto or their successors in office.

14. AGENCY agrees that it understands these conditions of the agreement between the Area 4 Agency on Aging and the California State Office of Aging, No. CA 12-98 dated December 27, 1973, and further agrees that all conditions contained in the aforesaid contract are applicable to this agreement.

(Number Exhibits as follows:)

Exhibit A - Assurance of Compliance

Exhibit B - Performance Standards for Agency

Exhibit C - Budget for Agency

COUNTY OF YOLO, a political subdivision of the State of California

BY VICE Tayla J. Thompson

ATTEST:

LOUISE M. HUSBAND, CLERK

BY Barbara Rodgers DEPUTY

Yolo-Solano Council of Yolo County
(Agency)

BY
(Corporate Seal)

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Mexican-American Caucus of Yolo County (hereinafter called the "Subgrantee"
(Name of Subgrantee or Secondary Recipient)

Micro Fiched

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from County of Yolo,
(Name of Grantor)
a recipient of Federal financial assistance from the Department (hereinafter called "Grantor"); and IT IS HEREBY AGREED AND UNDERSTOOD THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its

successors, transferees and assignees, and the person or persons whose signature(s) appear below is are authorized to sign this assurance on behalf of the Subgrantee.

Dated [illegible]

Mexican-American Coalition of Yolo County
(Full Name)

Micro Fiched

By [illegible]
(President, Chairman of Board, or comparable authorized official)

716 Main Street,

Woodland, CA 95695
(Recipient's mailing address)

Title President

AOA 441 (To be completed by applicant for any grant from the Area Agency designated to implement the Older Americans Act. (Where provision of facilities is involved, HEW Form 441 will be excused.)

MEXICAN AMERICAN CONCILIO
OF YOLO COUNTY

A MEXICAN-AMERICAN COMMUNITY BASED AGENCY
Affiliated with Spanish Speaking Concilio's of California

716 MAIN STREET
WOODLAND, CALIFORNIA 95695
PHONE (916) 666-1088

CRESENCIO ACEVEDO
President

JESSE ORTIZ
Vice President

IRMA MONTOYA
Secretary

ANGIE GONZALES
Treasurer

LOUIS M. CONTRERAS
Executive Director

March 10,1976

1) To provide 720 information transactions per month or a total of 660 transaction to the senior citizens of Woodland and vicinity.

Micro Fiched

2) To provide bilingual (Spanish-English) information services for senior citizens.

3) To maintain accurate, up to date, records regarding information available on a county-wide basis as well as services available in Yolo County that applies directly to the senior citizens.

4) To provide consistent information to the CSO to be processed in their computer and printed to senior citizens.

		Monthly	Cumulative
1)	Planned number of information transaction with individuals	220	660
2)	Planned number of information transactions to Spanish Speaking	80	240
3)	Planned number of referral transaction	40	120
4)	Planned number of follow-up transactions	3 month period	64

Louis M Contreras

MEXICAN AMERICAN CONCILIO
OF YOLO COUNTY

A MEXICAN-AMERICAN COMMUNITY BASED AGENCY
Affiliated with Spanish Speaking Concilio's of California

716 MAIN STREET
WOODLAND, CALIFORNIA 95695
PHONE (916) 666-1088

CRESENCIO ACEVEDO
President

JESSE ORTIZ
Vice President

IRMA MENDOZA
Secretary

ANGIE GONZALES
Treasurer

LOUIS M. CONTRERAS
Executive Director

March 10, 1976

BUDGET

[illegible]:

Information & Referral Clerks 4x15 hours per week @ $ 2.30 per hour (12 weeks)	$ 1,000.00
Benefits (15%)	210.00
[illegible]	190.00
AUDITOR	313.00
[illegible] (3 month period)	60.00
[illegible]	119.00
MISCELLANEOUS	51.00
	2,913.00

IN KIND:

Rent	240.00
Entertainment	150.00
	390.00

TOTAL BUDGET $3,303.00

Micro Fiched

RECEIVED

FILED

Agreement No. 76-48

Barbara Rodgers

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 30th day of March, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and LEONARD V. AUSTIN, M.D., hereinafter referred to as PHYSICIAN,

Micro Fiched

XEROX COPY

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary physician coverage for Health Department activities and treatment to selected patients requiring public health follow-up.

2. PHYSICIAN is a duly qualified and licensed physician and surgeon, and by this agreement COUNTY retains his services as an independent contractor.

AGREEMENTS:

1. PHYSICIAN agrees to perform the following medical services:

A. Provide medical care as requested by the Director of Health to public health clinic patients or persons requiring public health physician follow-up. Said services shall be rendered between the hours of 9:00 A.M. and 5:00 P.M.

B. PHYSICIAN shall work a minimum of eight (8) hours per week and no more than forty (40) hours per week performing the services described in Paragraph A above.

C. To give one week's notice of any planned absence to the Health Officer so a substitute can be obtained.

2. COMPENSATION FOR SERVICES

A. COUNTY shall pay PHYSICIAN for services rendered hereunder the sum of Nineteen Dollars and Fifty Cents ($19.50) per hour as compensation for actual services rendered.

B. COUNTY will provide insurance insuring PHYSICIAN for damages because of

Micro Fiched

injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render the services which are the subject of this agreement during the performance of this agreement and at no other time; said insurance to have policy limits of $1,000,000 for each occurrence and $3,000,000 aggregate. Premiums for said malpractice insurance shall be deducted from the monetary compensation due to PHYSICIAN from COUNTY pursuant to Paragraph 1 A above, utilizing the following formula: The amount of insurance premiums deducted pursuant to this paragraph shall be determined by dividing the base full time insurance premium equivalent for one full time physician under the terms of the COUNTY'S malpractice insurance policy by the fractional percentage of full time servic which PHYSICIAN has rendered during the applicable pay period. By way of example, if PHYSICIAN works one-half the number of hours that a full time County staff physician works during the applicable pay period, the monetary compensation due PHYSICIAN shall be deducted by the sum which is equivalent to one-half the proportion of insurance premium which is allocable to one full time physician for the pay period in question.

C. Said payment shall be made by COUNTY to PHYSICIAN upon his submission of a monthly claim to COUNTY, detailing actual hours worked each day performing Health Department Clinic functions, including medical supervision. The Health Officer shall enter on said claim the appropriate insurance premium deduction pursuant to Paragraph B hereof, and if otherwise appropriate, shall approve the same for payment by the County Auditor/Controller.

3. The term of this agreement shall commence on April 1, 1976, and shall terminate on June 30, 1976.

4. Any notice to be given PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address, or at Yolo County Health Department, 10 Cottonwood Street, Woodland, California 95695.

5. In the performance of the work, duties and obligations devolving upon him

under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

6. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo To provide medical care as requested by the Director of Health to public health clinic patients or persons requiring public health physician follow-up.

7. Services have heretofore been rendered to COUNTY in contemplation of this Agreement which shall be paid by COUNTY.

8. Either party may terminate this contract upon delivery to the other party of thirty (30) days' written notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Lucile J. Thompson
VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: DONALD H. MORRISON, CLERK

By Edward Rodgers

Leonard V. Avedian

Leonard V. Avedian
LEONARD V. AVEDIAN, M.D.

FILED

APR - 2 1976

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

AGREEMENT NO. 76-49

CARETAKER OF CACHE CREEK CANYON REGIONAL PARK

THIS AGREEMENT made and entered into this 30th day of March 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and GEORGE & EULA WARNER, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Cache Creek Canyon Regional Park;

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOW THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

   A. To serve in the capacity as patrolman and caretaker of the Cache Creek Canyon Regional Park, and to open the day-use area to the public not later than sunrise daily and to close said area not later than 11:00 o'clock PM.

   B. To maintain order and prohibit overnight camping except in designated areas in said park and enforce all rules and regulations governing same as adopted by COUNTY.

   C. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

   D. To perform such other duties as may be necessary to maintain a proper recreation area.

   E. Collect fees as specified by Board of Supervisors.

   F. Provide for deposit of fees.

2. COUNTY AGREES:

A. To pay to CONTRACTOR the sum of $350 per month during the term of the agreement conditioned upon the CONTRACTOR'S submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

C. To provide necessary gasoline, oil and vehicular maintenance through its County Yard located at Woodland or Esparto, California.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

Micro Fiched

4. The parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

5. The term of the agreement shall commence on the 4th day of April, 1976 and shall terminate on the 1st day of April, 1977. This agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Approved as to Form
Dated _____
County Counsel of Yolo County

COUNTY OF YOLO, a political subdivision of the State of California

BY Dimple J Thompson
VICE - CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTORS

George A Warner & Eula Warner
GEORGE & EULA WARNER

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

Proof

AGREEMENT NO. 76-50

LETTER OF AGREEMENT

FILED
MAY - 5 1975
LAURENCE P. HENIGAN, Clerk
By Deputy Clerk

Pursuant to Grant No. 437-9013 awarded by ACTION, the Department of the Youth Authority, hereinafter known as SPONSOR, enters into this Letter of Agreement with

hereinafter known as VOLUNTEER STATION, with respect to a project known as the "ACTION Volunteers in Crime and Delinquency Prevention." VOLUNTEER STATION, as a public or private non-profit organization, is responsible for the day-to-day supervision, orientation and in-service training of volunteer(s) placed under this project. Further, VOLUNTEER STATION agrees that it will:

1. Provide the resources necessary for the volunteer(s) to perform the duties and services as described in the attached Work Plan.

2. Submit, to SPONSOR, accurate time-keeping records on a monthly basis to ensure prompt payment to the volunteer(s).

3. Establish, with volunteer(s), working hours and scheduling of any accrued leave.

Micro Fiched

RECEIVED
MAY - 5 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

4. Prepare and submit, to SPONSOR, quarterly reports. Will also make such investigations, prepare such reports and perform such other related services as are prescribed by the SPONSOR or ACTION for purposes of the Federal Tort Claims Act, the Federal Employees Compensation Act or any other reason.

5. Report immediately, to SPONSOR, any irregularities or terminations of volunteer(s).

6. Meet periodically, at prescribed times, with Volunteer(s) to determine that Volunteer's performance is adequate; that Volunteer is accomplishing desired results; time schedules are being met; and to work out any problem encountered.

In the performance of this Agreement, VOLUNTEER STATION agrees to be bound to the extent applicable to all present and future ACTION policies, rules, and regulations and any Federal Law, Executive Order, policy, rule, or regulation. Present ACTION policies, rules and regulations are more specifically outlined in Handbook 2650.2 dated February 8, 1974, and Handbook 4805.8 revised July 1975. Handbooks shall be made available to VOLUNTEER STATION upon request.

This agreement shall be in effect for the full term of service of any volunteer(s) placed with the VOLUNTEER STATION under this project.

VOLUNTEER STATION may request the SPONSOR to remove a volunteer whose performance in its view is unsatisfactory at any time. Before resorting to a formal request for removal, the VOLUNTEER STATION should contact the SPONSOR to seek help in trying to resolve any problem with a volunteer. The VOLUNTEER STATION may then prepare a written request for removal and submit it to the SPONSOR.

VOLUNTEER STATION may not delegate, subcontract or assign any of its obligations or duties prescribed in this Agreement without the express written permission of SPONSOR.

VOLUNTEER STATION will not utilize volunteer(s) to perform any service or duty which would displace employed workers, and especially will not allow them to perform clerical or secretarial work.

AGREEMENT NO. 76-51

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2478
Unit No. 1

(Continental Port Industrial Park)

FILED
MAR 30 1976
LAURENCE P. HANGAN, Clerk
By _____ Deputy

THIS AGREEMENT is made and entered into on this 30th day of March, 1976, by and between Continental Port Industrial Park, a joint venture of Continental West Port, Inc., a Delaware Corporation, and Port Sacramento Land Company, a Delaware Corporation, by Continental Development Corporation, its manager, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2478, Unit No. 1, and promises to present plans and specifications for the development thereof.

Micro Fiched

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2478, Unit No. 1, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, and driveway aprons, asphalt paving and base, water supply and distribution systems, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That Subdivider will maintain as directed by the County the all weather emergency services access road constructed pursuant to Article 1 of this Agreement until such time as the road is permanently constructed and accepted for maintenance by County.

3. That the Subdivider shall obtain and file with the County three good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee payments to contractors, laborers, and materialmen.

   (3) Not less than ten thousand dollars ($10,000) to guarantee maintenance of the all weather emergency services road connecting Continental Boulevard with Industrial Boulevard, said security to expire at such time as County accepts said road for maintenance.

BOOK 1150 PAGE 333

4. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $18,206.98 for said purpose.

6. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2478, Unit No. 1.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

Micro Fiched

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

9. That the completion of the development of said Subdivision No. 2478, Unit No. 1, shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. Subdivider shall cause any portion of Subdivision No. 2478 not presently included within the boundaries of West Sacramento Sanitary District to be included within the boundaries of this District or any successor thereto and shall cause said portion of Subdivision No. 2478 to be included within the boundaries of any zone initially created within any such successor to West Sacramento Sanitary District for the construction, maintenance and operation of improvements and the furnishing of sanitation services for the area now comprising West Sacramento Sanitary District. In addition, Subdivider agrees and covenants to County that any annexation fees imposed by West Sacramento Sanitary District or any successor thereto for annexation to said District or inclusion in said zone shall be paid thereto and that the payment of said annexation or inclusion fees shall be secured by the improvement securities provided for herein.

14. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $500.00 guaranteeing payment of the cost of setting monuments of survey.

15. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 10 of this agreement.

16. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

Micro Fiched

17. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

18. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Gayle J. Thompson
VICE CHAIRMAN, BOARD OF SUPERVISORS

Vol. 1185 Page 333
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE
GUARANTY COMPANY
MAR 31 1976
At 18 Min. Past 2 O'Clock P M.
YOLO COUNTY, CALIFORNIA
Recorder
$5.00

Continental Port Industrial Park, a joint venture of Continental West Port, Inc., a Delaware Corporation and Port Sacramento Land Company, a Delaware Corporation, by Continental Development Corporation, its manager

By C.H. Lundquist, President

By M. Rae Mayo, Assistant Secretary

(Seal)

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Peter E. Lucas
Deputy

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Lloyd A. Robertson
Director of Public Works

APPROVED AS TO FORM:

Robert Nelson
County COUNSEL

STATE of CALIFORNIA } ss.
COUNTY of YOLO

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST March 31 19 76
LAURENCE P. HENIGAN
COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS AND EX-OFFICIO CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YOLO, STATE OF CALIFORNIA

By Peter E. Lucas
Deputy

Book

APR - 6 1976

LAURENCE D. HEATON, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 76-52

(Agreement for Sale of Real Property)

THIS AGREEMENT made and entered into this 6th day of April, 1976, between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called SELLER, and MADISON COMMUNITY SERVICES DISTRICT, a community services district, hereinafter called BUYER,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. SELLER has, by Resolution No. 76-42, authorized the sale to BUYER of certain real property, determined that said real property is surplus public property, and determined that it is in the best interest of SELLER to sell to BUYER;
2. BUYER has determined that it is in the best interest of BUYER to acquire said property.

AGREEMENTS:

1. Sale. SELLER, in consideration of the covenants and agreements herein contained, agrees to sell to BUYER, and BUYER agrees to buy, that real property located in the County of Yolo, State of California, more specifically described as follows:

> All that real property situate in the County of Yolo, State of California, described as follows:
>
> Parcel No. 2 and Parcel No. 3 shown on the Parcel Map No. 2536 filed in Book 3 of Maps, Page 16, recorded on March 10 1976, in the Office of the Yolo County Recorder; containing 10.839 acres, more or less. Subject to all liens, encumbrances and easements of record.

2. Purchase Price. BUYER agrees to pay to SELLER the sum of TEN THOUSAND ($10,000) DOLLARS as herein provided, as follows:

A. The sum of FIVE THOUSAND ($5,000) DOLLARS upon execution of this agreement, the receipt of which is hereby acknowledged, and

B. The balance of the purchase price, being the sum of FIVE THOUSAND ($5,000) DOLLARS in ten (10) equal installments as follows:

Micro Fiched

1) The sum of FIVE HUNDRED ($500) DOLLARS, or more, on the first day of January, 1977, and the sum of FIVE HUNDRED ($500) DOLLARS, or more, on the first day of each January thereafter until the purchase price is fully paid, provided that the purchase price shall be fully paid on or before January 1st, 1987.

2) All payments shall, until further notice, be made to SELLER at the address set forth below:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

3. Delivery of Deed. SELLER, when the purchase price is fully paid, and all covenants and agreements on the part of the purchaser to be performed have been satisfactorily performed, will execute and deliver to BUYER a good and sufficient grant deed conveying the property to BUYER.

4. Evidence of Title. Title to the subject property will be evidenced by a standard form title insurance policy which BUYER shall provide at BUYER's expense before SELLER shall execute the grant deed. Title shall be subject to all easements and encumbrances of record.

5. Possession. BUYER shall be entitled to possession of the property from and after the date of execution of this agreement, and, with SELLER's written consent, may lease said property.

6. Prepayment. BUYER may, at any time, prepay the entire balance outstanding at the time in question without penalty and without notice.

7. Compliance. BUYER agrees to comply with all applicable State law and County ordinances relating to the conveyance and use of said property; said compliance is a condition precedent to SELLER's duty to convey title to BUYER.

Micro Fiched

8. Binding Effect. The terms, conditions, and covenants of this agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties; however, no assignment or transfer by BUYER of this contract, or of his interest in the property described herein, shall be valid, unless made with the written consent of SELLER.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

MADISON COMMUNITY SERVICES DISTRICT, a community services district

BY Clifford R Schwarz

BY _____

BY _____

BY _____

14

CUBIC PRODUCTRON, INC.

ELECTION SERVICE AGREEMENT

SECTION I - SERVICES, COSTS AND PERIOD OF PERFORMANCE

1. This Agreement is entered into between CUBIC PRODUCTRON, INC., 798 F Street, Chula Vista, California, hereinafter known as "Vendor" and YOLO COUNTY, hereinafter known as the "Customer", to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic buffers, owned or leased by the Customer for the fees and for the coming year shown below.

Micro Fiched

Description	Serial Numbers	Qty.	Fee/Unit/ Contract Yr.	Total Fee/ Contract Yr.
Vote Counters Model No. P 23	14,27,28,31,43,49, 56,63,78,89	10	$1,200.00	$12,000.00
Buffers Model CM11	30	1	$1,200.00	$ 1,200.00

FILED
APR - 6 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

2. Fees will be due thirty days after presentation of an invoice following the approval of this agreement by the Customer and Vendor.

3. This Agreement is effective as of JULY 1, 1976 through and including the contract year ending JUNE 30, 1977. This Agreement supersedes and cancels any other election service agreement between Vendor and the Customer in effect prior to the effective date of this Agreement regarding the equipment listed above.

4. This Agreement is to be performed in the manner set forth in Section II "Terms and Conditions".

SECTION II - TERMS AND CONDITIONS

A. Equipment Maintenance

1. Concept of maintenance for the above described equipment shall consist of preventive maintenance, inspection and repair as necessary to assure compliance with Chapter 5, Section 14983 of the California Election Code (as amended in 1974) of all equipment.

Micro Fiched

2. Maintenance shall include repair or replacement of all defective parts and/or the incorporation of complaint substitute items as determined by the Vendor.

3. Vote counters and buffers shall be made available for maintenance actions between scheduled elections in accordance with periodic maintenance schedules mutually agreed upon. This shall include the availability of the interfacing electronic data processing equipment when applicable and required for full system certification.

B. Election Support

1. Pre-election support, other than machine maintenance, is limited to the performance of machine-ballot compatability and shall be accomplished with the ballot to be used in the ensuing election within 30 days prior to that election.

2. Printing of ballot shall be in accordance with Cubic specification # BPI-2.

3. Ballots for accomplishing machine compatability shall be made available 30 days before the scheduled election.

4. The Customer shall notify Vendor at least 45 days in advance, in writing, when equipment will be used in forthcoming election.

5. The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow Vendor or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than ten working days from the scheduled date of elections.

6. The Vendor shall have sufficient authorized representation during the equipment usage period for election purposes to assure the compliance of the equipment with the previously cited code. This agreement does not provide for any data processing support or service of data processing interfaces.

Micro Fiched

C. Exclusions and Liabilities

1. Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riot, fire, water, Acts of God, or forces of nature or unwarranted abuse, customer initiated overhaul or alteration of the equipment are not included in this Agreement. When such service is required, a quotation will be submitted for approval and contractual amendment prior to performance.

2. This Agreement does not include the incorporation of new attachments, or providing operating supplies by Vendor. Any new attachment added to a machine during the period of this Agreement shall be incorporated by written amendment to this Agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) by such addition.

3. Vendor hereby agrees to defend, at Vendor's expense, or to provide for the defense of the Customer in any litigation instituted against the customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this Agreement, whether such litigation be based upon a claim for damages, or injunction, or both. Vendor further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.

SECTION III - EXECUTION

This agreement shall be binding upon its being duly executed by both of the parties hereto.

DATED: 26 March 1976

Cubic Productron, Inc.

By John E Hoodl

Title President

By Ken Hoellwarg

Title Controller

Approved as to Form
Dated
CHARLES T. MUSCK
County Counsel of Yolo County

DATED: April 6, 1976

County of Yolo

Original signed:
By David L. Barton
Chairman, Board of Supervisors,
County of Yolo, State of California

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
Deputy

STANDARD AGREEMENT — STATE OF CALIFORNIA — STD. 2 (REV. 11/74)

APPROVED BY THE ATTORNEY GENERAL

Yolo County Agreement No. 76-54

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of April, 19 76, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Asst. Chief, Financial Management Branch | AGENCY: Department of Health | NUMBER: 75-94162

hereinafter called the State, and

County of Yolo Health Department

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in Exhibits A(F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

Micro Fiched

RECEIVED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers

Approved as to Form
Dated
County Counsel

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo Health Department
BY (AUTHORIZED SIGNATURE): ▶ Samuel D. Yockey	BY (AUTHORIZED SIGNATURE): ▶ [illegible]
TITLE: Samuel D. Yockey, Assistant Chief Financial Management Branch	TITLE: CHAIRMAN, BOARD OF SUPERVISORS COUNTY OF YOLO, STATE OF CALIFORNIA
(CONTINUED ON 0 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P.O. Box 1157 Woodland, CA 95695 — H & S Code Sec. 109

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

MAY 10 1976

AMOUNT ENCUMBERED	APPROPRIATION ENCUMBERED (ESS)	FUND
$ 2,800.00	Public Health	Federal Funds
ITEM: ---	STATUTES AT --- YEAR	
CHAPTER ---	SECTION: FY 1975-76	CODE: 309-160-48-00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: ▶ [illegible] — DATE: 5/7/76

I hereby certify that all conditions for exemption set forth in State Administrative Manual section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF AGENCY: ▶ Samuel D. Yockey — DATE: 5/10/76

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH
ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

Micro Fiched

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Micro Fiched

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract).*"

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

Micro Fiched

(c) In the event that the State or any of its duly authorized representatives determines that its audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the State, such documentary evidence in support of transportation costs as may be required by the State or any of its duly authorized representatives.

(d) Except for documentary evidence delivered to the State pursuant to subparagraph (c) above, the Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this subcontract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this subcontract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(e) Except for documentary evidence delivered pursuant to paragraph (c) above, and the records described in subparagraph (d) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

Micro Fiched

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination against the intended beneficiaries of funds monitored by the State because of race, color, national origin, creed, or sex will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Only Applicable to Hospitals

Micro Fiched

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(21) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

CONTRACTOR: Yolo County
CONTRACT #: 75-5162

VENEREAL DISEASE CONTROL PROJECT
April 1, 1976 - June 30, 1976

EXHIBIT B

Micro Fiched

1. The Contractor shall provide cultures for gonorrhea to 1,120 asymptomatic females of child-bearing age (15-44) as part of routine pelvic examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site List," which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.

2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that U.S.P.H.S. and California Department of Health treatment recommendations shall be observed.

3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.

4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty assigned to them as part of this contract.

6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of females cultured, the number positive, the number inconclusive, and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of females cultured shall exclude a double count of females which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded but reinfections and females returning for an examination after a three (3) month time period has elasped shall be included. Inconclusive females shall include all cultures taken from females which, for some reason, do not yield sufficient evidence upon which to judge the female either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).

Micro Fiched

7. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

8. The attached Exhibit A(F) entitled "Additional Provisions," is made a part hereof by this reference.

9. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

10. In consideration of the services performed by the Contractor in a manner acceptable to the State, the State shall pay the Contractor at the completion of the contract period in accordance with the Budget for actual expenditures upon submission of an itemized invoice in quadruplicate stating the time period covered by said invoice and bearing the number of the Contract. The invoice is to be submitted under the letterhead of the Contractor and signed by the Health

Officer or individual acting on his behalf. The number of females cultured and the cost per culture shall be specified on the invoice; the number of females cultured shall be in agreement with the accumulated total reported each month as required in Item 6 above.

Invoices shall be submitted directly to the VD Control Unit, 555 Capitol Mall, Suite 345, Sacramento, California 95814, no later than fifteen (15) working days after the end of the contract period. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

Micro Fiched

11. The period of this Contract shall be from April 1, 1976 through June 30, 1976.

12. This Contract is valid to the extent that the funds are made available by the National Department of Health Education and Welfare for purposes of this Contract. The maximum payable under this Contract shall not exceed $2,800.00 for the period ending June 30, 1976.

13. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this Contract.

Contractor: Yolo

Contract #: 75-54162

EXHIBIT C

BUDGET

April 1, 1976 - June 30, 1976

Micro Fiched

OPERATING EXPENSES AND EQUIPMENT		
1120 cultures @ $2.50 / culture	$2,800	
Total Operating Expenses and Equipment	$2,800	$2,800
TOTAL BUDGET		$2,800

EXHIBIT "D"

STATE OF CALIFORNIA—HEALTH AND WELFARE AGE

DEPARTMENT OF HEALTH

FORWARD TO:
Consultant, Department of Health
Health Protection Systems
Interhuman Disease Section
Venereal Disease Control Unit
714 P Street
Sacramento, CA 95814

MONTHLY REPORT of FEMALES CULTURED under the GONORRHEA CONTROL PROJECT

Contractor Yolo County

Contract # _____

Month April - June 19 76

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Positive Females Treated
YCHD 10 Cottonwood St. Woodland, CA	HD/GEN (1d)	50			Micro Fiched
Yolo General Hospital 170 W. Beamer Woodland, CA	Hosp/FP (22)	30			
Davis Community Free Clinic 635 6th Street Davis, CA	CHC/GEN (4d)	225			
Salud Clinic 530 "C" Street Broderick, CA	CHC (4d)	100			
Private Physicians 635 Anderson Rd. Davis, CA	PMD (12)	315			
Family Planning - Beamer 327 College St. Woodland, CA	FP (2d)	250			
Family Planning - "C" St. 350 "C" Street Broderick, CA	GEN (1d)	150			
TOTAL		1,120			

*LEGEND

CD	Cancer Detection	MIL	Military
C/DC	Correction or Detention Center	NS	Not Specified
CHC	Community Health Center	OB-GYN	Obstetrics-Gynecology
FC	Free Clinic	PFP	Private Family Planning Group
FP	Family Planning	PMD	Private Medical Doctor
GHC	Group Health Clinic	Pren	Prenatal
HD	County Health Department	SHC	Student Health Center
Hosp	Hospital		

PH 139 (5/74)

BK

FILED
APR - 6 1976
LAURENCE F. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Agreement No. 76-55

Woodland, California

April 6, 1976

NOAH LELAND FARNHAM and RUTH JEANNETTE FARNHAM,

his wife, as joint tenants
Grantors

Micro Fiched

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 76-13 in the form of an Easement Deed covering the following described property:

A parcel of land being a portion of Lot 26 of the Rhodes Tract as Lot 26 appears of record on the Map of Rhodes and Sweitzer Tracts filed in the office of the Recorder of the County of Yolo on July 13, 1892 in Book 1 of Maps at Page 18, said parcel being more fully described as follows:

BEGINNING at the Northwest corner of said Lot 26; THENCE South 12° 38' 00" East 21.20 feet along the West line of Lot 26; thence South 83° 17' 00" East 440.00 feet along a line parallel with and 20.00 feet Southerly of the North line of Lot 26; thence South 85° 14' 18" East 293.15 feet; thence North 06° 43' 00" East 10.00 feet to the North line of Lot 26; thence North 83° 17' 00" West 740.00 feet along said North line to the point of beginning.

Containing 0.304 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $305.00 for the property as conveyed by Easement Deed No. 76-13 (herein

described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 70, Work Order No. 5249) and prior to completion, the County will:

1. Install property fence along the Southerly line of the hereinabove described property, but located on Grantor's property.

2. Remove the trees within the herein above described property and place the wood, fireplace lengths, adjacent to the construction site on grantors remaining property.

III. Grantors hereby agree to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Hoak Leland Fankham

Ruth Fankham

(Grantors)

Dated: April 6 1976

RECOMMENDED FOR APPROVAL

By Lloyd A Roberts

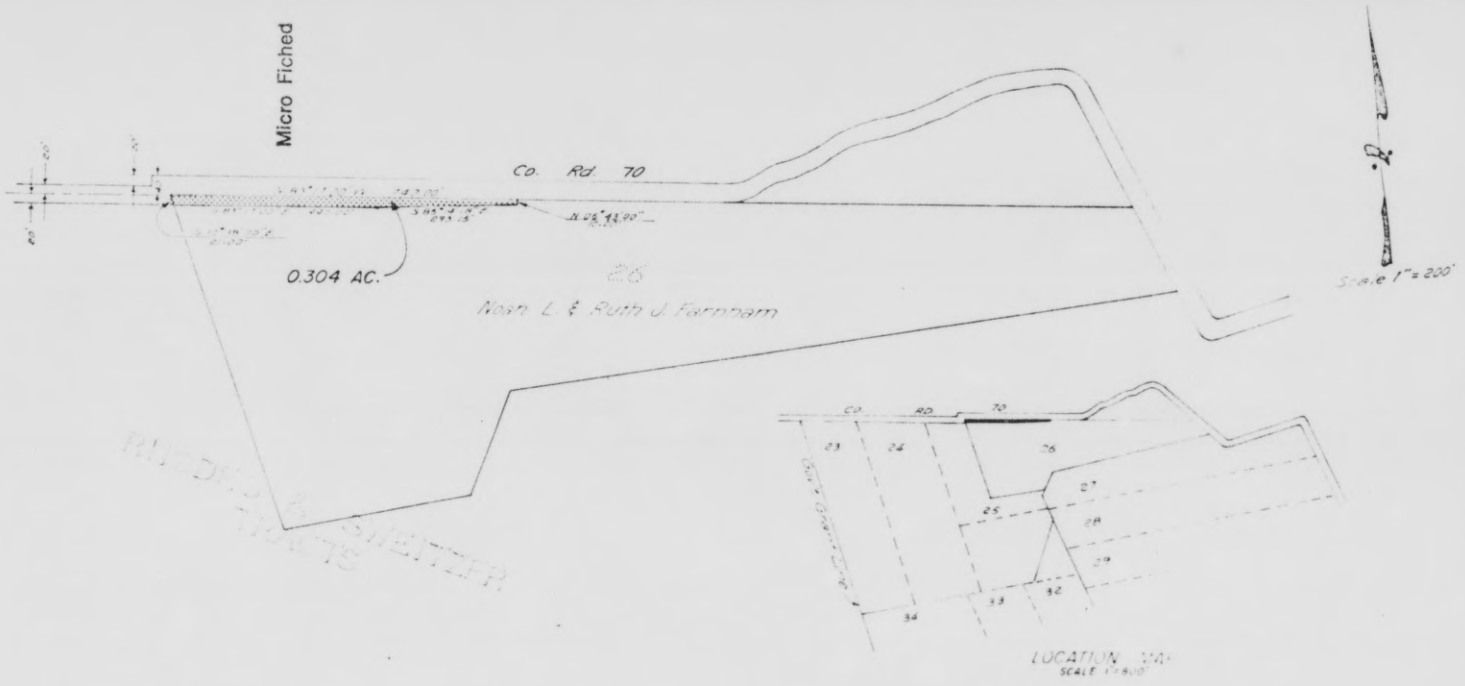
COUNTY OF YOLO

a

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched



INDICATES PROPOSED RIGHT OF WAY

YOLO COUNTY DEPARTMENT OF PUBLIC WORKS 203 LINCOLN AVENUE WOODLAND, CALIFORNIA	COUNTY ROAD 70 RIGHT OF WAY FROM OWNER Norm L. & Ruth J. Farnham	R/W NO. P.B. NO. DESIGN BY DRAWN BY CHECKED BY WORK ACCEPTED
DIRECTOR OF PUBLIC WORKS R.E. NO. APPROVED 19	DRAWING NO. A.P 939	SHEET 1 OF 1

Book

AGREEMENT NO. 76-56

SUBDIVISION IMPROVEMENT AGREEMENT

Elkhorn Village No. 10

FILED
APR 16 1976
LAURENCE P. HENIGAN Clerk
By Barbara Rodgers

THIS AGREEMENT is made and entered into on this 6th day of April, 1976, by and between American Homes Ltd., a limited partnership, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Elkhorn Village No. 10 Subdivision, and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Micro Fiched

1. That the Subdivider will develop and construct in and adjacent to said Elkhorn Village No. 10 Subdivision, public improvements including but not limited to street improvements consisting of concrete curbs, gutters and sidewalks, asphalt paving and base, on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County two good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7 of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant Article 1 of this agreement to guarantee payment to contractors, laborers and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $5,923.00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Elknorn Village No. 10 Subdivision.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

Micro Fiched

8. That the completion of the development of said Elkhorn Village No. 10 Subdivision, shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code Subdivider shall furnish the County a bond or cash deposit in the amount of $300.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

Micro Fiched

By: _____
CHAIRMAN, BOARD OF SUPERVISORS

AMERICAN HOMES, LTD.
a limited partnership,

BY MARKET CONSTRUCTION CO., INC.
a general partner,

By: _____
John J. Taaffe, Vice President

By: _____
George W. Williams, III,
Secretary

ATTEST:

(Seal)

LAURENCE P. HENIGAN
County Clerk

By: Barbara A. Rodgers
Deputy

Recommended for Approval
to the Board of Supervisors
of the County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
County Counsel

Deputy

4-16-76

BOND NO. 6266729

FILED
APR 16 19
LAURENCE
By Barbara Rodgers

BOND FOR FAITHFUL PERFORMANCE

(Subdivision No. 10) Elkhorn Village

WHEREAS, the Board of Supervisors of the County of Yolo, State of California, and AMERICAN HOMES, LTD.

hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated April 6 19 76 , and identified as Subdivision Improvement Agreement, Subdivision No. 10 (ELKHORN VILLAGE), is hereby referred to and made a part hereof; and

Micro Fiched

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal, and THE AMERICAN INSURANCE COMPANY as surety, are held and firmly bound unto the County of Yolo, hereinafter called "County", in the penal sum of TWO HUNDRED SIXTY THREE THOUSAND DOLLARS dollars ($ 263,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named on April 6, 1976.

AMERICAN HOMES, LTD.
a limited partnership,

Witness:

By: MARKET CONSTRUCTION CO., INC.
a general partner,

By: John J. Taaffe
John J. Taaffe
Vice President
"Principal"

THE AMERICAN INSURANCE COMPANY
"Surety"

By: Howard O. Peacock
Attorney in fact
HOWARD O. PEACOCK

APPROVED AS TO FORM:

Deputy County Counsel
4-16-76

STATE OF CALIFORNIA
County of San Mateo

On the 6th day of April, in the year One Thousand Nine Hundred and Seventy Six, before me ETHEL M. SEUFERT, a Notary Public in and for the County of San Mateo, personally appeared HOWARD O. PEACOCK, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the AMERICAN INSURANCE COMPANY, and acknowledged to me that he subscribed the name of the Principal thereto, as principal and his own name as Attorney-in-fact.

Ethel M. Seufert
Notary Public in and for the
San Mateo
County of
2/24/78
State of California
My Commission Expires

ETHEL M. SEUFERT
NOTARY PUBLIC — CALIFORNIA
SAN MATEO COUNTY
My Commission Expires February 24, 1978

(Seal)

AND WHEN RECORDED MAIL TO

Name

Street Address

City State Zip

GENERAL POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation, duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----HOWARD O. PEACOCK-----

Micro Fiched

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

Article VIII. Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary or this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 30th day of May, 19 74

THE AMERICAN INSURANCE COMPANY

By James H. Wells
JAMES H. WELLS, Vice-President

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 30th day of May, 19 74, before me personally came JAMES H. WELLS, to me known, who, being by me duly sworn, did depose and say: that he is Vice President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

H. GRADY NEWBERRY
NOTARY PUBLIC – CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Sept. 28, 1976

H. Grady Newberry
H. GRADY NEWBERRY, Notary Public

CERTIFICATE

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY executed by said Corporation is in full force and has not been revoked, and that the provisions of Article VIII, Section 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 6th day of April, 19 76

Winifred H. Browne
WINIFRED H. BROWNE, Assistant Secretary

360545 (HO)–TA–1-73

BOND NO. 6266729

PAYMENT BOND

Subdivision No. Elkhorn Village No. 10

WHEREAS, the Board of Supervisors of the County of Yolo, State of California, and AMERICAN HOMES LTD. hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated April 6, 19 76, and identified as Subdivision Improvement Agreement, Subdivision No. 10 (Elkhorn Village), is hereby referred to and made a part hereof; and

Micro Fiched

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Yolo to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held firmly bound unto the County of Yolo and all Contractors, subcontractors, laborers, materialmen and other persons employed in the performence of the aforesaid agreement and referred to in the aforesaid code of Civil Procedure in the sum of ONE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS dollars ($ 131,500), (not less than 50% of the estimated cost), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above-named on April 6, 19 76.

AMERICAN HOMES, LTD.
a limited partnership,

Micro Fiched

Witness:

By: MARKET CONSTRUCTION CO., INC.
a general partner,

By: John J. Taaffe
John J. Taaffe
Vice President
"Principal"

THE AMERICAN INSURANCE COMPANY
"Surety"

By: Howard O. Peacock
Attorney-in-fact
HOWARD O. PEACOCK

APPROVED AS TO FORM:

Robert A. Foster
Deputy County Counsel
4-16-76

STATE OF CALIFORNIA
COUNTY OF San Mateo

On the 6th day of April in the year One Thousand Nine Hundred and Seventy Six, before me Ethel M. Seufert, a Notary Public in and for the County of San Mateo, personally appeared Howard O. Peacock, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the American Insurance Company, and acknowledged to me that he subscribed the name of the principal thereto as principal and his own name as Attorney-in-fact.

Ethel M. Seufert
Notary Public in and for the
San Mateo
County of
2/24/78
State of California
My Commission Expires

(Seal)

AND WHEN RECORDED MAIL TO

Name

Street Address

City State Zip

GENERAL POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----HOWARD O. PEACOCK-----

Micro Fiched

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

Article VIII. *Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may from time to time appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 30th day of May 19 74

THE AMERICAN INSURANCE COMPANY

By James H. Wells
JAMES H. WELLS, Vice-President

STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 30th day of May 19 74 before me personally came JAMES H. WELLS to me known, who, being by me duly sworn, did depose and say that he is Vice President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

H. GRADY NEWBERRY
NOTARY PUBLIC – CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Sept. 28, 1976

H. Grady Newberry

CERTIFICATE

STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss

I, [illegible], Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the attached Power of Attorney is still in full force and effect and has not been revoked; and that the Resolution of the Board of Directors of the Corporation, as set forth in the Power of Attorney, is now in force.

Signed and sealed at the City and County of San Francisco. Dated the 6th day of April 19 76

Winifred H. Browne
WINIFRED H. BROWNE, Assistant Secretary

360545 (HO)-TA-1-73

AGREEMENT NO. 76-57

THIS AGREEMENT made and entered into this 13th day of April, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT/OPERATOR, and the OFFICE OF THE COUNTY SUPERINTENDENT OF SCHOOLS of the County of Yolo, State of California, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

Micro Fiched

1. PROGRAM AGENT/OPERATOR serves as a program agent/operator for the SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agent, to undertake a program under Titles I, II, VI of the Comprehensive Employment and Training Act of 1973.
2. PROGRAM AGENT/OPERATOR desires to retain the services of SUBGRANTEE to aid in the transition of participants in program under each title in Yolo County to make the transition between subsidized training program participation and unsubsidized full time permanent employment.
3. SUBGRANTEE desires to provide such services for the following purposes: to aid in such transition and to meet the Yolo County goal of placing 50% of all CETA participants into full time permanent employment, SUBGRANTEE will provide career counseling, and information, training education, preemployment counseling, vocational inventory testing, job development, job placement, and follow-up services on an individual basis to participants at various stages during and after their county involvement in CETA program.

AGREEMENTS:

1. SERVICES. In consideration of the covenants of PROGRAM AGENT/OPERATOR herein, SUBGRANTEE promises to provide services as

follows:

A. Description. The services to be provided shall be as set forth in Recital 3 above and in the Work Statement attached hereto.

B. Budget. Those services shall be provided in accordance with the Budget attached hereto which sets forth the source of funds segregated by Title of the Comprehensive Employment and Training Act of 1973 as amended, and the cost category for expenditure of those funds. Services provided under this contract shall be apportioned among Title I, Title II and Title VI program activities in accordance with the source of funds as indicated in the Budget.

C. Assurances. Those services shall be provided in accordance with the General and Special Assurances attached hereto.

D. Term. Services shall be provided during a term commencing on August 1, 1975 and ending on June 30, 1976. All services rendered and payments made in accordance with the provisions of this agreement during that term but before the execution of this Agreement by the parties are hereby ratified and confirmed.

2. PAYMENT. In consideration of the covenants of SUBGRANTEE herein, PROGRAM AGENT promises to pay to SUBGRANTEE the sum of ELEVEN THOUSAND (11,000) DOLLARS in eleven equal installment. The first installment shall be paid upon execution of this agreement and each installment thereafter shall be payable upon the monthly anniversary of the term of this agreement; provided, however, SUBGRANTEE shall make expenditures from some payments only in accordance with the public service program budget attached hereto.

3. WITHHOLDINGS. PROGRAM AGENT reserves the right to withhold

payments from SUBGRANTEE when PROGRAM AGENT determines that SUBGRANTEE is not fulfilling or has not fulfilled the terms of this agreement.

Micro Fiched

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT/OPERATOR and SUBGRANTEE, PROGRAM AGENT/OPERATOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT/OPERATOR.

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT/OPERATOR shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT/OPERATOR signifying the effective date thereof. In the event of termination, all property and

finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT/OPERATOR, become property of PROGRAM AGENT/OPERATOR and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT/OPERATOR for damages sustained by PROGRAM AGENT/OPERATOR by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT/OPERATOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT/OPERATOR from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT/OPERATOR may terminate this Agreement at any time by giving written notice to SUBFRANTEE of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT/OPERATOR, become its property. If the Agreement is terminated by PROGRAM AGENT/OPERATOR as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made; Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in

addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

Micro Fiched

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT/OPERATOR shall have the right to annul this agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT/OPERATOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in party by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to

publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

Micro Fiched

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT/OPERATOR, and may be used as PROGRAM AGENT/OPERATOR sees fit, including the right to reuse and publish the same without limitation.

12 FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any agreement pursuant hereto shall obligate the Federal Government to enter into any agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUB-

GRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT/OPERATOR. That PROGRAM AGENT/OPERATOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT/OPERATOR harmless from any and all claims that may be made against PROGRAM AGENT/OPERATOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction or PROGRAM AGENT/OPERATOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT/OPERATOR shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT/OPERATOR shall not be liable for any workmen's compensation or other benefits accuring under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with PROGRAM AGENT/OPERATOR.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of the Auditor of PROGRAM AGENT/OPERATOR.

16 ASSIGNMENTS. Without the written consent of PROGRAM AGENT/OPERATOR, this Agreement is not assignable by SUBGRANTEE

either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

18. WAIVER. The waiver by PROGRAM AGENT/OPERATOR of any default, breach or conditions precedent shall not be construed as a waiver on the part of PROGRAM AGENT/OPERATOR of any other default, breach or condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT/OPERATOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20 TIME. Time is the essence of this Agreement.

21. SUPPLEMENTAL SUBGRANT. The subgrant set forth in this Agreement is funded from administrative monies made available under the CETA program by the U. S. Department of Labor to the Sacramento-Yolo Manpower Agency. It was made on certain conditions including the use of the funds for certain specified target groups and approval of definitive terms for performance in relation to the funds. SUBGRANTEE agrees to use the funds subgranted by this Agreement only in accordance with the mentioned conditions and definitive terms for performance approved by the U. S. Department of Labor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

PROGRAM AGENT:

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Micro Fiched

SUBGRANTEE:

Jack F. Potter

COUNTY SUPERINTENDENT OF SCHOOLS

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P. L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Micro Fiched

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P. L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

Micro Fiched

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervison of the applicant (sections 105(a)(1)(B) and 105(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(5)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

Micro Fiched

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assitance Act of 1974).

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

Micro Fiched

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 108(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing supplementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act except where exempt under section 604 of the Act. (Secs. 205(c)(1) and (2))

Micro Fiched

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes (except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(a)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

Micro Fiche

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

Micro Fiched

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Micro Fiched

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

Micro Fiched

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. Assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Micro Fiched

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

WORK STATEMENT
PSP-MOVE OUTREACH WORKER
YOLO COUNTY SCHOOLS

NEED

As unemployment in Yolo County and the nation continues to rise, the transistion between subsidized training program partipation and unsubsidized full-time permanent employment becomes very difficult, especially for the disadvantaged. Participants making the transistion are finding that they need substancially more assistence in the arers of supportive services, career objective evaluation, counseling, training/education, job development, and follow-up.

PURPOSE

To aid in this transistion and to meet the Yolo County goal of placing 50% of all CETA -PSP program participants into full-time permanent employment, the MOVE Project will provide career counseling, and information, training education, pre-employment counseling, vocational inventory testing, job development, job placement, and follow-up services on an individual basis with the participants at various stages during and after their county involvement in the PSP program.

Micro Fiched

ACTIVITIES

A PSP - MOVE Project Outreach Worker will be assigned to especially work with CETA - PSP participants. Individual profiles will be developed and the full spectrum of MOVE Project services will be available to each of the participants.

Initial activities Coordinated by the Outreach Worker will include Vocational testing and evaluation (by certified counselor), career information and development, pre-employment workshops, entry opportunities in Adult Education, ROP, HEP, or other educational training programs, and evaluations of present work experience.

Job development and job placement will be the primary responsibility of the Outreach Worker. He will use all the resources available directly through the MOVE Project - the job bank book (published daily), the advertised jobs, job anouncements from the City, County, State and Federal personnel offices- and will also have the constant priority of job development for County PSP clients out in the business/industry community. It is felt that from these individual job development efforts the majority of actual placements will arise

Follow-up will be maintained by the PSP - MOVE Outreach Worker for a period of three (3) months following the participant's placement into unsubsidized employment. Evaluation of the efforts will be subject to the Yolo County Executive Office. Monthly activity and placement reports shall be submitted to the above office (or wherever they so direct).

March 31, 1976

BUDGET

YOLO COUNTY SUPERINTENDENT OF SCHOOL

M.O.V.E. - OUTREACH WORKER

SOURCE OF FUNDS:

TITLE	NUMBER OF PARTICIPANTS	% OF PARTICIPANTS	FUNDING FROM EACH TITLE
I	2	9.64%	$ 1060
II	45	20.64%	2270
VI	152	69.72%	7670
	218	100.00%	11000

USE OF FUNDS:

Micro Filmed

Wages	11 mos @		730 mo		8030
Retirement		@ .0763			613
O A S D I		@ .0585			470
Health Ins.	11 mos @		75 mo		825
Work. Comp		@ .0147			118
U. I.		@ .036			152
TRANSPORTATION	450 mi/mo @	.16 x	11 mo		792
				TOTAL	$11000

RECEIVED
JUN 15 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUN 15 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

AGREEMENT NO. 76-58

(Amendment to Agreement for Services as Medical Director)

THIS AGREEMENT, made and entered into this 20th day of April, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and VICTOR J. ALBERTAZZI, M.D., hereinafter referred to as MEDICAL DIRECTOR,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. Heretofore, COUNTY and MEDICAL DIRECTOR entered into Agreement 72-155 to retain MEDICAL DIRECTOR's services as a part time medical director of Yolo General Hospital.

2. The parties desire that said Agreement be amended to provide for the MEDICAL DIRECTOR's surveillance of the health status of Yolo General Hospital employees.

AGREEMENTS:

1. Paragraph 1 of the agreements of Agreement No. 72-155 is hereby amended by the addition thereto of subparagraph (d) to read as follows:

"d. The MEDICAL DIRECTOR shall be responsible for surveillance of the health status of employees of Yolo General Hospital."

2. In all other respects, the terms and conditions of Agreement No. 72-155 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Deputy

BY Temple J. Thompson
VICE-CHAIRMAN of THE BOARD OF SUPERVISORS

Victor J. Albertazzi M.D.
VICTOR J. ALBERTAZZI, M.D.

(SEAL)

FORM F-34
(REV. AUG. 1973)

ORIGINAL—TO LICENSEE
DUPLICATE—TO DISTRICT
TRIPLICATE—TO DEPARTMENT OF FOOD AND AGRICULTURE
QUADRUPLICATE—TO DEPARTMENT OF GENERAL SERVICES—ONLY WHEN APPROVAL REQUIRED

AGREEMENT NO. 63-76

RECEIPT NO.

FILED
APR 20 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

YOLO COUNTY AGREEMENT NO. 76-59

LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES

THIS AGREEMENT made this 6th day of April, 19 76, at Woodland, County of Yolo, State of California, by and between the 40th District Agricultural Association, hereinafter called the Association, and Yolo County Board of Supervisors hereinafter called the Licensee.

WITNESSETH:

1. Permission is hereby granted to the Licensee to use the following described property of the Association for a period beginning 5:00 p.m. 5/4/76 and ending 12 Midnight 5/4/76 or upon the following date or dates ///// , upon the conditions, agreements and terms hereinafter set out.

2. This license agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective.

Micro Fiched

3. The description of the premises of the Association permitted to be used is described as The Home Arts Building and Parking Lot, located on the grounds of the 40th District Agricultural Association, in Woodland in the County of Yolo, State of California.

4. In the event payment for the use herein permitted shall be made by the Licensee on the basis of admissions charged, Licensee expressly agrees that the same shall be paid on the gross amount thereof, Federal admissions tax excepted, and will pay same promptly upon each calendar day upon receipt thereof and will grant no passes or any unpaid admissions without the consent of the Association first had and obtained and shall keep true and accurate records of the receipts of admissions and shall satisfactorily and thoroughly account for the receipt thereof.

5. The Licensee hereby agrees to pay the Association for the use of said premises as follows: No fee and payable as follows: No charge.

6. In lieu of the payment by the Licensee for utilities during such use and janitorial or other maintenance services during said use the Licensee agrees to pay Association the sum of ///// ($ /////), hereby agreed to be a reasonable proportion thereof payable in addition to the amount set forth in paragraph 5.

7. Said premises shall be used for Meeting, and for no other purpose without the written consent of the Association first had and obtained and Licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted to be conducted and shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Licensee and shall not permit a breach of the peace or any unlawful act or omission by any person.

8. Licensee agrees to maintain the premises herein permitted to be used and other portions of the premises of the Association to which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted and Licensee agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Licensee, excepted.

9. The Licensee shall provide evidence of insurance for the term of the agreement protecting the legal liability of the State of California, the District Agricultural Association, their officers, agents, servants, and employees, from occurrences as to bodily injury liability and property damage liability which are limited to the operations of the Licensee. Such evidence may be supplied by filing with the State in duplicate, a certificate of insurance, lawfully transacted, issued to the State. In the case of rodeos, the Licensee shall provide a certified copy of the lawfully transacted insurance policy in form satisfactory to the State.

Said certificate or insurance policy shall set forth:

(1) That the State of California, the District Agricultural Association, their officers, agents, servants, and employees, are made additional insureds, but only insofar as the operations under this contract are concerned.

(2) The dates of inception and expiration of the insurance.

(3) The amounts of public liability coverage of not less than $100,000/$300,000 and the amount of property damage coverage of not less than $50,000, neither coverage to involve a deductible feature.

(4) A statement by the insurance company that it will not cancel said policy or policies without giving 15 days prior written notice to the State of California and the District Agricultural Association.

(5) A statement by the insurance company that neither the State of California nor the District Agricultural Association is liable for the payment of any premiums or assessments on said policy or policies.

(6) A statement that insurance coverage is on an occurrence basis.

The Licensee agrees to engage a qualified surety company to guarantee the faithful performance of the terms and provisions of this agreement, in the option of the Association.

Continued on reverse side

10. Licensee does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used or the premises of the Association to which the Licensee, its agents, employees, or licensees may have access by reason of this license.

11. The Association shall have the privilege of inspecting the premises covered by this agreement at any or all times.

12. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Association first had and obtained.

13. The Association may terminate this agreement and be relieved of any further performance if Licensee fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy.

14. The parties hereto agree that the Licensee, and any agents and employees of Licensee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.

15. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

16. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

17. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

19. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "Exhibit ////" Such attached sheets when properly signed by both parties become a part of this agreement and shall be binding upon the parties hereto.

20. FAIR EMPLOYMENT PRACTICES. If this agreement provides for a concession, the following provisions apply:

In the performance of this agreement, the Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, or national origin. The Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. (Standard Form 809)

The Licensee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this agreement.

Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practice Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practice Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) The State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Licensee.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, or quadruplicate when required, by and on behalf of the parties hereto, the day and year first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION

Address **Box 826, Woodland, California**

By Ronald Marone

Title **Secretary-Manager**

Yolo Co. Board of Supervisors
Licensee

Address **Court House, Woodland, Calif.**

By Imogene J. Thompson

Title **Vice-Chairman, Board of Supervisors, County of Yolo**

Approved as to Form
Dated
County Counsel, Yolo County

MEMO FOR FAIR MANAGEMENT:

1. Department of General Services approval is required on all four copies if the period is for longer than one week, or the activity is considered hazardous. (Except stall or storage rentals for longer than one week.)

2. Submit all four copies of the agreement if Department of General Services approval is required. Otherwise, a resolution by the Board of Directors. Submit only the triplicate copy if Department of General Services approval is not required, immediately upon execution. It is only necessary to prepare three copies if approval is not required.

3. The insurance provision in Item 9 is required only for an activity hazardous to the public, such as a rodeo, automobile or motorcycle race or thrill show, fireworks display, circus, carnival, helicopter riding, archery, rifle or gun club activity, stage coach rides, pest control services, etc. One copy of the certificate of insurance must accompany the agreement when submitted to the Department of Agriculture for approval. In the case of rodeos, the licensee shall provide a certified copy of the insurance policy in a form satisfactory to the State. However, if a rodeo licensee already has a certified copy of his insurance policy on file with the Division of Fairs and Expositions which provides that all district agricultural associations he is contracting with are named as additional insureds, it is not necessary to submit an additional copy. If the activity is not hazardous, Item 9 should be deleted and initialed by both parties.

4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used. (Items 6, 9 and 19.)

5. This form is to be used for rental or other use of fairground facilities, except during the conduct of the fair, in which case a Form 2, Standard Agreement, should be used.

BK.

17

FILED
APR 20 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76-60

(Agreement for the Acquisition of LESSEE's Interest in Real Property)

THIS AGREEMENT made and entered into this 6 day of April, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and MICHAEL LEAR and MARK LEAR, hereinafter referred to as LESSEES,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY has entered into Agreement No. 74-155 by the terms of which COUNTY purchased the real property described therein, which real property is subject to an unrecorded lease, dated October 1, 1972, and this agreement is an addendum to said agreement, and the consideration for this agreement is in the mutual covenants contained therein.

2. Said lease is attached hereto, marked Exhibit "A", and incorporated herein by reference thereto. The undersigned LESSEES represent that they are in possession of the said demised real property, and that they have not assigned their interest in same to any person or persons, and that said lease represents and embodies all of their interests and claims to said demised property.

3. COUNTY wishes to occupy and use a portion of said leased property, 4.5 acres, more or less, which parcel of real property is described in the map or sketch of same, designated Exhibit "B", and incorporated herein by reference thereto.

AGREEMENTS:

1. LESSEES do hereby transfer, assign, and convey to COUNTY all of their rights and interests in and to said parcel designated in Exhibit "B", including all of their interests therein created and existing by virtue of said lease.

2. COUNTY shall be entitled to possession of said parcel without liability for crop damage upon completion of the harvest of the existing crop of sugar beets on said property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth. Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY TWYLA J. THOMPSON
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS
DEPUTY

(SEAL)

LESSEES -

MICHAEL LEAR

MARK LEAR

Approved as to Form
Dated .....
.....
County Counsel of Yolo County

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of October, 1972, by and between Marjorie and John M. Lear, hereinafter designated "LESSOR", and Michael and Mark Lear designated "LESSEE",

WITNESSETH

That the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee does hereby lease, hire and take from the Lessor all that certain real property situate in the County of Yolo, State of California and particularly described as follows:

Micro Fiched

220 Acres more or less located in the South half of Section 30, T.9 N., R. 3 E., M.D.B. & M.

The term of this lease shall be for a period of seven(7) years commencing on October 1, 1972, and terminating November 15, 1979; however this lease may be extended to April 15, 1980 to accomodate overwinter sugarbeet harvest. Lessee shall retain rights of possession of land in growing crops until such crops are harvested.

The property shall be used by Lessee for the purpose of farming the crops specified below and shall be used for no other purpose or purposes. The rent for the premises shall be on a crop share basis as follows:

Sugar beets	Twenty percent(20%) of gross to Lessor
Field corn	Twenty-five percent(25%) " " " " " "
Milo	Twenty-five percent(25%) " " " " " "
Tomatoes	Fifteen percent (15%) " " " " " "
Wheat	Thirty-three and a third(33 1/3) " "

Lessor to pay his share of drying costs, if applicable, on field corn or milo. Sugar beets delivered to dump.

It is understood that Lessee may farm said premises in any manner in which he desires during the term hereof, providing that such farming operation are in accordance with good farming practice in the neighborh

Exhibit "A"

It is understood and agreed that Lessee shall have all rights of possession of said premises during the term hereof.

Lessee shall not assign this lease or sublet the said premises or any part thereof without the written consent of the Lessor. Neither this lease nor any interest therein of the Lessee shall be assignable or transferable by operation of law.

Micro Fiched

It is understood and agreed that this lease is made subject to any existing oil, gas and mineral lease now executed by the Lessor, or any other oil, gas and mineral lease now executed by the Lessor, or any other oil, gas and mineral lease that may be hereafter by the Lessor during the term hereof, and Lessor does hereby assign to Lessee all rights that he may have under such oil, gas or mineral lease or leases to collect any damage to crops or other improvements on said precises suffered by reason of removal operations of gas,oil or other minerals therein during the term hereof.

Unless Lessor otherwise instructs, Lessee shall market Lessor's share of the crops along with Lessee's share, accounting to Lessor for its share thereof. Any and all contracts or agreements for the sale of crops which shall include Lessor's portion thereof shall be submitted to Lessor for its approval.

Lessor and Lessee shall be tenants in common in proportion to their respective interests in the crops grown upon the leased premises, and Lessor's interest therein shall under no circumstances be affected in any manner by any mortage or other encumbrances made or suffered to be placed by Lessee upon Lessee's share of said crops. In all instances where shares are sold jointly, the buyer is hereby authorized to pay Lessor's share of the gross proceeds in the percentage above specified directly to Lessor.

Lessee agrees to carry adequate Workmens Compensation Insurance and Public Liability and Property Damage Insurance.

Lessee agrees to pay all electric charges and supply maintenance.

Time is the essence of this contract.

The terms of this lease shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Micro Fiched

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

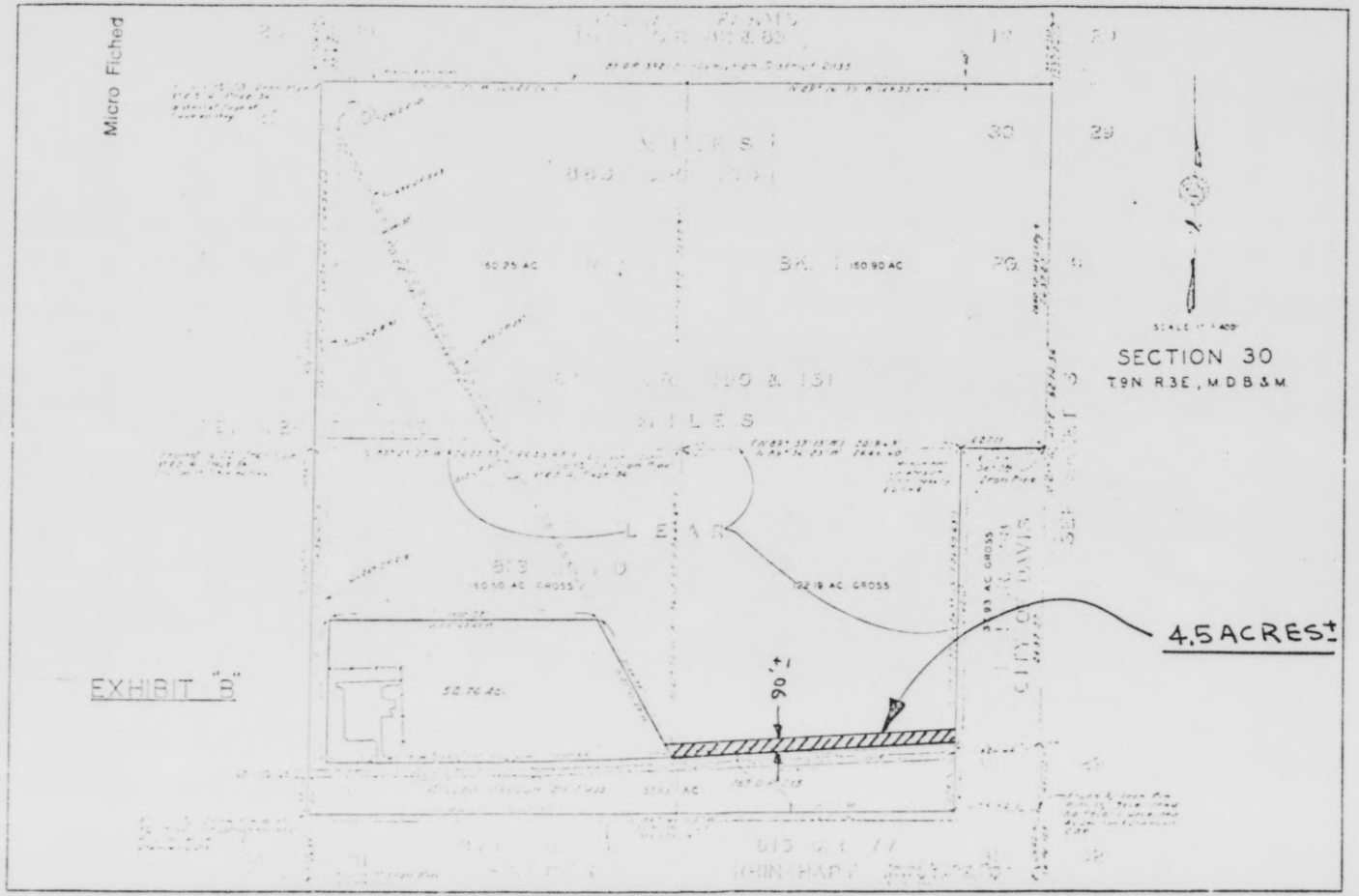
Marjorie Lear — John H. Lear

MARJORIE LEAR "Lessor" — JOHN H. LEAR "Lessor"

Michael Lear — Mark Lear

MICHAEL LEAR "Lessee" — MARK LEAR "Lessee"

Micro Fiched



LOCAL AGENCY Yolo County
DATE March 29, 1976
SUPPLEMENT NO. 6
TO LOCAL AGENCY - STATE AGREEMENT NO. 1

YOLO COUNTY AGREEMENT NO. 76-61

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

in the

Micro Fiched

County of Yolo
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on March 24, 1975, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City/County Resolution No. 76-48 approved by the ~~City~~ ~~Council~~/Board of Supervisors on April 20, 1976 (see copy attached).

COUNTY OF YOLO
Local Agency

FILED
APR 21 1976
LAURENCE P. HENIGAN, Clerk
By Paula C. Corral
Deputy

By Hugh J. Thorgaard
Vice Chairman, Board of Supervisors, County of Yolo, State of California.

Attest: LAURENCE P. HENIGAN, County Clerk
By Ella E. Lucas Deputy

Approved for State

HEINZ HECKEROTH
Assistant Director, Highways

By
Chief, Office of Local Assistance

Department of Transportation

Approved as to Form
Dated
County Counsel of Yolo County

Form DH-OLA-431 (5-75)

Micro Fiched

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

EXHIBIT B

DATE: 3-29-76 PROGRAM SUPPLEMENT NO.: 6 LOCAL AGENCY: County of Yolo

Project No.	Location & Description	Total Cost (Est.)	Federal Funds	Matching Funds* 10%
PMS-000S(129)	In the County of Yolo at various locations. Upgrade pavement marking to conform to 1971 MUTCD.	$ 67,000	$67,000	None

*Local Agency Funds unless otherwise specified

The last sentence of Part 4, Article V, of the Master Agreement for the Federal-Aid (Urban System/Safety Improvement) Program between the County of Yolo, and the State on March 24, 1975, regarding the time which project documents must be retained is superseded. Following final settlement of the project accounts with the Federal Highway Administration, such records and documents may be microfilmed at the option of LOCAL AGENCY but in any event shall be retained for a 3-year period after submission of the final voucher or a 4-year period from the date of final payment under the contract, whichever is longer.

Special Covenants or Remarks:

1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by the County of Yolo at regular intervals, as required for efficient operation of the completed improvements, and in a manner satisfactory to the authorized representatives of The United States.

2. The County of Yolo will act as administrator for the project.

RESOLUTION NO. 76-48

(Pavement Marker Program No. 2)

LAURENCE P. HENIGAN
By Barbara A. Rodgers Deputy

WHEREAS an agreement number 75-91 (Local Agency/State Master Agreement No. 1) between the State of California and the County of Yolo has been executed on March 24, 1975;

Micro Fiched

AND WHEREAS the State of California, Department of Transportation has presented Program Supplement Number 6 to said Master Agreement;

AND WHEREAS existing markings are required to be revised in order to conform to the Manual on Uniform Traffic Control Devices;

NOW, THEREFORE, BE IT RESOLVED that the Vice-Chairman of the Board of Supervisors be authorized to execute said "Program Supplement Number 6" on behalf of the County of Yolo:

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 20th day of April, 1976, by the following vote:

AYES: Duncan, Edmonds, Marchand, Thompson.

NOES: None.

ABSENT: Barton.

Vice-Chairman of the Board of Supervisors
County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN

BY Lola E. Lucas DEPUTY

(Seal)

APPROVED AS TO FORM:

County Counsel

FILED
MAY 12 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 76- 62

(Agreement for Janitorial Services at 430 Third Street, DA Family Support Division & Probation Department)

Micro Filmed

THIS AGREEMENT, made and entered into this 27th day of April, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, CA., 95691, hereinafter called CONTRACTOR.

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all personnel, with requisite skills, to provide janitorial service for the entire interior of the County of Yolo District Attorney Family Support Division and Probation Department offices located at 430 Third Street, Woodland, California, and the exterior areas adjacent to the building as noted, under the following terms and conditions:

A. Services shall include the following:

1. DAILY (Five days per week)

a. Dust horizontal surfaces of bookcases, filing cabinets, chairs and desks.

b. Emptly wastbaskets and ash trays.

c. Clean sinks and drainboards and kitchen equipment.

d. Dust mop all concrete floors with oiled dust mops.

e. Spot wipe doors and walls to maintain cleanliness.

f. Damp wipe ash trays.

g. Clean basins and toilet bowls in restrooms.

h. Fill towel, soap, tissue and other dispensers in restrooms, - COUNTY will provide the supplies.

i. Replace burned out light bulbs - COUNTY will provide bulbs.

j. Sweep entrance (exterior) to building, including sidewalk.

k. Wet mop hallways and heavy traffic areas.

2. WEEKLY SERVICE:

a. Vacuum fabric covered furniture.

b. Damp wipe all doors.

c. Dust vertical surfaces of desks, chairs and cabinets.

d. Damp wipe wastebaskets - wash if necessary.

e. Clean thoroughly toilet bowls with chemical cleaner.

f. Scrub restroom floors.

Micro Fiched

g. Wet mop all concrete floors with disinfectant.

3. MONTHLY SERVICE:

a. Dust office and hall walls.

b. Damp wash woodwork frames and trim.

c. Dust fluorescent light fixtures.

d. High dust moldings and partition tops.

e. Machine scrub all concrete floors.

4. SEMI-ANNUAL SERVICE:

a. Wash light fixtures

b. Wash windows.

5. Maintain storage room in state of cleanliness.

B. The period of the contract shall be from May 1, 1970 through April 30, 1977, and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by the CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by the COUNTY or the CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed five days each week except for weekly official holidays recognized by COUNTY.

D. 1. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance", specifying a 30 day warning period for attaining the desired cleanliness.

2. Also, the contract may be revoked upon 30 day written notification to the CONTRACTOR.

E. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds phone 666-8208, that such services are to be accomplished.

Micro Fiched

F. Unusual occurrences or problems - - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. - - will be reported to the Department Head specified above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb papers on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks -- except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of ONE HUNDRED SIXTY EIGHT ($168) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. In the performance of the work, duties, and obligations devolving upon it under this agreement, CONTRACTOR is at all

times acting and performing as an independent contractor conducting his business of rendering janitorial service.

b. The term of this agreement shall begin on May 1, 1976 and shall continue until April 30, 1977, unless sooner terminated by COUNTY for inadequate performance in the manner hereinabove set forth.

Micro Fiched

c. CONTRACTOR agrees to pay and save COUNTY harmless from and to defend COUNTY against any and all claims arising from any act, omission, or negligence or CONTRACTOR, or its contrac-tors, licensees, agents, servants or employees.

d. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring CONTRACTOR and COUNTY against liability for injury for persons and property and for death of persons arising from any acts or injury or damage arising from any act, omission, or negligence of CONTRACTOR or its subcontractors, licensees, agents, servants, or employees. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000 for any one person injured or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days' notice to COUNTY.

e. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

f. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

g. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the

parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

RELIABLE MAINTENANCE

BY Otto H Sprink
OTTO H. SPRINK

AGREEMENT NO. 76-63

FILED
APR 27 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT FOR LEASE EXTENSION
WITH OPTION FOR FURTHER EXTENSION

THIS AGREEMENT, made and entered into this 27th day of April, 1976, by and between G.W. WILLIAMS CO., a California corporation, hereinafter referred to as "LESSOR", and COUNTY OF YOLO, hereinafter referred to as "LESSEE",

Micro Fiched

W I T N E S S E T H:

THAT WHEREAS, by Indenture of Lease with Rider thereto dated December, 1967, also known as Lease Agreement No. 67-109, LESSOR leased and demised unto LESSEE for the purpose of operating a County Justice Court those certain premises situate in the City of Broderick, County of Yolo, State of California, and described as follows:

> That portion of Elkhorn Village Shopping Center (now known as Riverbend Shopping Plaza) consisting of approximately 2920 square feet of space in a building located adjacent to the westerly wall of the space presently occupied by the U.S. Post Office, Broderick Station, and more commonly known and designated as 908 Sacramento Avenue; and

WHEREAS, by Minute Order No. 72-96 dated January 24, 1972 LESSEE exercised its option to extend the aforementioned Indenture of Lease, pursuant to Paragraph 5 of the aforementioned Rider, for a further term of four (4) years from April 20, 1972 through April 19, 1976 under the same terms, covenants and conditions as contained in the said Indenture of Lease and Rider; and

WHEREAS, by the terms of that certain Agreement No. 72-173 dated June 26, 1972, LESSOR and LESSEE amended the aforementioned

Lease Agreement No. 67-109 with respect to the rent covenant and with respect to LESSEE's responsibility concerning certain utilities and the payment for same; and

Micro Fiched

WHEREAS, it is the desire of LESSOR and LESSEE to further extend the term of the said Indenture of Lease with Rider and as amended for a period of five (5) years from April 20, 1976 through April 19, 1981; and

WHEREAS, it is the desire of LESSOR to grant unto LESSEE the right and option to further extend the said Indenture of Lease with Rider and as amended for a period of five (5) years from April 20, 1981 through April 19, 1986; and

WHEREAS, LESSOR and LESSEE have agreed to the amount of monthly rent which LESSEE shall pay to LESSOR during the period from April 20, 1976 through April 19, 1981 and from April 20, 1981 through April 19, 1986, if LESSEE shall exercise its right and option to extend as set forth hereinbelow; and

WHEREAS, LESSOR and LESSEE have agreed that certain additional improvements shall be made with respect to the demised premises.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained the parties hereto hereby agree as follows, to-wit:

1. LESSOR and LESSEE hereby agree that the aforementioned Indenture of Lease, with Rider and as amended shall be and is hereby extended for a period of five (5) years from April 20, 1976 through April 19, 1981, inclusive.

2. LESSOR and LESSEE further agree that the monthly rental to be paid by LESSEE to LESSOR during the period referred to in Paragraph 1, hereinabove, shall be determined as follows:

Micro Fiched

a. The monthly rental for the twenty-four (24) month period from April 20, 1976 through April 19, 1978 shall be $744.60 per month.

b. On April 20, 1978 the monthly rental of $744.60 shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the Consumer Price Index of the U. S. Department of Labor -- All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area (hereinafter referred to as "Price Index") for the month of March 1978 shall have increased over the said Price Index for the month of March, 1976, but in no event shall the rental be less than $744.60 per month.

c. On April 20, 1980 the monthly rental established on April 20, 1978 pursuant to Paragraph 2.b., hereinabove, shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the said Price Index for the month of March 1980 shall have increased over the Price Index for the month of March, 1978, but in no event shall the monthly rent be less than that established on April 20, 1978.

3. LESSOR agrees that if LESSEE shall faithfully perform all of the terms, covenants and conditions on its part to be performed during the extended term referred to in Paragraph 2, hereinabove, LESSOR hereby grants to LESSEE the right and option to renew the said Indenture of Lease

with Rider and as amended for a further term of five (5) years from April 20, 1981 through April 19, 1986 under the same terms, covenants and conditions with the exception of the monthly rent which shall be determined as follows:

Micro Fiched

a. On April 20, 1981 the monthly rental for the ensuing twelve (12) months shall be the same as the monthly rental established on April 20, 1980 for the preceding twelve (12) months pursuant to Paragraph 2.c., hereinabove.

b. On April 20, 1982 the monthly rental as established on April 20, 1980 pursuant to Paragraph 2.c., hereinabove, shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the said Price Index for the month of March 1982 shall have increased over the Price Index for the month of March 1980 but in no event shall the monthly rent be less than that established on April 20, 1980.

c. On April 20, 1984 the monthly rent as established on April 20, 1982, pursuant to Paragraph 3.b., hereinabove, shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the said Price Index for the month of March 1984 shall have increased over the Price Index for the month of March, 1982 but in no event shall the monthly rent be less than that established on April 20, 1982.

d. Notice of the exercise of the option contained in this Paragraph 3 shall be given by LESSEE to LESSOR at least one hundred twenty (120) days prior to the

expiration of the five (5) year extended term ending April 19, 1981 which notice must be in writing and it is expressly agreed that time is of the essence in the giving of such notice.

Micro Fiched

4. LESSOR and LESSEE further agree that any holding over after the expiration of the five (5) year term referred to in Paragraph 2, hereinabove, or after the expiration of the five (5) year term referred to in Paragraph 3, hereinabove, if LESSEE shall exercise its right and option to extend as set forth in said Paragraph 3, shall be construed to be a tenancy from month to month, at a rental each month equivalent to the monthly rental due for the last month of the most recent extended period, and shall otherwise be on the terms, covenants and conditions as specified herein or in the said Indenture of Lease with Rider and as amended, so far as applicable.

5. LESSOR and LESSEE further agree that subsequent to the execution of this Agreement, LESSOR, at LESSOR's sole cost and expense, shall proceed with all deliberate speed to provide certain additional improvements with respect to the demised premises, to-wit:

a. Replace one (1) four-ton heating and air conditioning unit with a new unit. (already installed)
b. Paint the entire interior of the demised premises.
c. Replace approximately twelve (12) fluorescent light covers.
d. Replace approximately ten (10) damaged ceiling tiles.

6. LESSOR and LESSEE hereby covenant and agree that during the five (5) year term from April 20, 1976 through April 19, 1981 and during the option period from April 20, 1981 through April 19, 1986, if LESSEE shall exercise this option, the parties hereto shall continue to perform and be bound by all of the terms, covenants and conditions contained in the said Indenture of Lease with Rider and as amended insofar as they are consistent with this Agreement, it being understood that a further option to renew or extend the said Indenture of Lease beyond April 19, 1986 is not hereby granted. The terms of this Agreement shall henceforth be considered a part of the said Indenture of Lease with Rider and as amended as if fully and completely written therein.

Micro Fiched

7. The covenants and conditions herein contained shall, subject to the provisions of the said Indenture of Lease relating to assignment and subletting apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

8. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Agreement the day and year hereinabove first written.

LESSOR:

G. W. WILLIAMS CO.

By: George W. Williams
George W. Williams, III
President

LESSEE:

COUNTY OF YOLO

By:
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated _____

County Counsel of Yolo County

FILED
APR 27 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 76-64

AGREEMENT FOR LEASE EXTENSION
WITH OPTION FOR FURTHER EXTENSION

Micro Fiched

THIS AGREEMENT, made and entered into this 27th day of April, 1976, by and between G. W. WILLIAMS CO., a California corporation, hereinafter referred to as "LESSOR", and COUNTY OF YOLO, hereinafter referred to as "LESSEE",

W I T N E S S E T H:

THAT WHEREAS, by Indenture of Lease with Rider thereto dated March 31, 1968, LESSOR leased and demised unto LESSEE for the purpose of operating a District Attorney's Office those certain premises situate in the City of Broderick, County of Yolo, State of California, and described as follows:

> That portion of Elkhorn Village Shopping Center (now known as Riverbend Shopping Plaza) consisting of approximately 900 square feet of space in a building located adjacent to the westerly wall of the space presently occupied by the U.S. Post Office, Broderick Station, and more commonly known and designated as 906 Sacramento Avenue; and

WHEREAS, by letter dated March 2, 1972 from LESSEE to LESSOR, LESSEE exercised its option to extend the aforementioned Indenture of Lease, pursuant to Paragraph 5 of the aforementioned Rider, for a further term of four (4) years from June 15, 1972 through June 14, 1976 under the same terms, covenants and conditions as contained in the said Indenture of Lease and Rider; and

WHEREAS, it is the desire of LESSOR and LESSEE to further extend the term of the said Indenture of Lease with Rider for a period of five (5) years from June 15, 1976 through June 14, 1981; and

WHEREAS, it is the desire of LESSOR to grant unto LESSEE the right and option to further extend the said Indenture of Lease with Rider for a period of five (5) years from June 15, 1981 through June 14, 1986; and

Micro Fiched

WHEREAS, LESSOR and LESSEE have agreed to the amount of monthly rent which LESSEE shall pay to LESSOR during the period from June 15, 1976 through June 14, 1981 and from June 15, 1981 through June 14, 1986, if LESSEE shall exercise its right and option to extend as set forth hereinbelow; and

WHEREAS, LESSOR and LESSEE have agreed that certain additional improvements shall be made with respect to the demised premises.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained the parties hereto hereby agree as follows, to-wit:

1. LESSOR and LESSEE hereby agree that the aforementioned Indenture of Lease with Rider shall be and is hereby extended for a period of five (5) years from June 15, 1976 through June 14, 1981, inclusive.

2. LESSOR and LESSEE further agree that the monthly rental to be paid by LESSEE to LESSOR during the period referred to in Paragraph 1, hereinabove, shall be determined as follows:

   a. The monthly rental for the twenty-four (24) month period from June 15, 1976 through June 14, 1978 shall be $252.00 per month.

   b. On June 15, 1978 the monthly rental of $252.00 shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the

Consumer Price Index of the U. S. Department of Labor -- All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area (hereinafter referred to as "Price Index") for the month of March 1978 shall have increased over the said Price Index for the month of March, 1976, but in no event shall the rental be less than $252.00 per month.

Micro Fiched

c. On June 15, 1980 the monthly rental established on June 15, 1978 pursuant to Paragraph 2.b., hereinabove, shall be adjusted upward for the ensuing twelve (12) months in the same percentage that the said Price Index for the month of March 1980 shall have increased over the Price Index for the month of March, 1978, but in no event shall the monthly rent be less than that established on June 15, 1978.

3. LESSOR agrees that if LESSEE shall faithfully perform all of the terms, covenants and conditions on its part to be performed during the extended term referred to in Paragraph 2, hereinabove, LESSOR hereby grants to LESSEE the right and option to renew the said Indenture of Lease with Rider, as extended, for a further term of five (5) years from June 15, 1981 through June 14, 1986 under the same terms, covenants and conditions with the exception of the monthly rent which shall be determined as follows:

a. On June 15, 1981 the monthly rental for the ensuing twelve (12) months shall be the same as the monthly rental established on June 15, 1980 for the preceding twelve (12) months pursuant to Paragraph 2.c., hereinabove.

b. On June 15, 1982 the monthly rental as established on June 15, 1980 pursuant to Paragraph 2.c., hereinabove, shall be adjusted upward for the ensuing

twenty-four (24) months in the same percentage proportion that the said Price Index for the month of March 1982 shall have increased over the Price Index for the month of March 1980 but in no event shall the monthly rent be less than that established on June 15, 1980.

Micro Fiched

c. On June 15, 1984 the monthly rent as established on June 15, 1982, pursuant to Paragraph 3.b., hereinabove, shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the said Price Index for the month of March 1984 shall have increased over the Price Index for the month of March, 1982, but in no event shall the monthly rent be less than that established on June 15, 1982.

d. Notice of the exercise of the option contained in this Paragraph 3 shall be given by LESSEE to LESSOR at least one hundred twenty (120) days prior to the expiration of the five (5) year extended term ending June 14, 1981 which notice must be in writing and it is expressly agreed that time is of the essence in the giving of such notice.

4. LESSOR and LESSEE further agree that any holding over after the expiration of the five (5) year term referred to in Paragraph 2, hereinabove, or after the expiration of the five (5) year term referred to in Paragraph 3, hereinabove, if LESSEE shall exercise its right and option to extend as set forth in said Paragraph 3, shall be construed to be a tenancy from month to month, at a rental each month equivalent to the monthly rental due for the last month of the most recent extended period, and shall otherwise be on the terms, covenants and conditions as specified herein or in the said Indenture of Lease with Rider, so far as applicable.

5. LESSOR and LESSEE further agree that subsequent to the execution of this Agreement, LESSOR, at LESSOR'S sole cost and expense, shall proceed with all deliberate speed to provide certain additional improvements with respect to the demised premises, to-wit:

Micro Fiched

a. Paint the entire interior of the demised premises.

b. Replace approximately eight (8) fluorescent light fixture covers.

c. Replace approximately six (6) damaged ceiling tiles.

6. LESSOR and LESSEE hereby covenant and agree that during the five (5) year term from June 15, 1976 through June 14, 1981 and during the option period from June 15, 1981 through June 14, 1986, if LESSEE shall exercise this option, the parties hereto shall continue to perform and be bound by all of the terms, covenants and conditions contained in the said Indenture of Lease with Rider insofar as they are consistent with this Agreement, it being understood that a further option to renew or extend the said Indenture of Lease beyond June 14, 1986 is not hereby granted. The terms of this Agreement shall henceforth be considered a part of the said Indenture of Lease with Rider as if fully and completely written therein.

7. The covenants and conditions herein contained shall, subject to the provisions of the said Indenture of Lease relating to assignment and subletting apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

8. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Agreement the day and year hereinabove first written.

Micro Fiched

LESSOR:	LESSEE:
G. W. WILLIAMS CO.	COUNTY OF YOLO
BY: _____ George W. Williams, III President	By: _____ CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form

Dated _____

_____

County Counsel of Yolo County

BK

AGREEMENT NO. 76-65

THE AMERICAN INSTITUTE OF ARCHITECTS

FILED
APR 27 1976
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By..... Deputy

AIA Document B141

Micro Fiched

Standard Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 27th day of April in the year of Nineteen Hundred and Seventy-Six

BETWEEN the Owner: COUNTY OF YOLO
A Political Sub-Division of the State of California

and the Architect: FRANCESCHI, LOPES & SCHREITER, ARCHITECTS, INC.

For the following Project:
(Include detailed description of Project location and scope)

YOLO COUNTY HEALTH FACILITY
REMODELLING-BRODERICK

The Owner and the Architect agree as set forth below.

PERCENTAGE OF CONSTRUCTION COST

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

Micro Fiched

A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Construction Contract	Eight	percent (8 %)
Separate Stipulated Sum Construction Contracts	x x	percent (x %)
A Single Cost Plus Fee Construction Contract	x x	percent (x %)
Separate Cost Plus Fee Construction Contracts	x x	percent (x %)

B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:

1. Principals' time at the fixed rate of thirty dollars ($ 30) per hour.
   For the purpose of this Agreement, the Principals are:

   Franceschi, Raymond R.
   Schreiter, George C.

2. Employees' time (other than Principals) at a multiple of two and one-half (2-1/2) times the employees' Direct Personnel Expense as defined in Article 4.

3. Services of Professional consultants at a multiple of one and one-half (1-1/2) times the amount billed to the Architect for such services.

C. ~~*AN INITIAL PAYMENT* of~~ ~~dollars ($~~) shall be made upon the execution of this Agreement and credited to the Owner's account.

D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

A. *IF SCOPE* of the Project is changed materially, compensation shall be subject to renegotiation.

B. *IF THE SERVICES* covered by this Agreement have not been completed within Twenty-Four (24) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

Micro Fiched

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES Micro Fiched

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

~~**1.3.1** Providing analyses of the Owner's needs, and programming the requirements of the Project.~~

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project. mechanical & structural

1.3.5 Providing services to investigate existing conditions or facilities ~~or to make measured drawings thereof~~, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner. scheme

1.3.7 Providing Detailed ~~Estimates of Construction Cost or detailed~~ quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

~~**1.3.9** Providing services for planning tenant or rental spaces.~~

1.3.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • JANUARY 1974 EDITION • AIA® • ©1974
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment. ☆ See Article 14.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

Micro Fiched

CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

Micro Fiched

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase ...	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • JANUARY 1974 EDITION • AIA® • ©1974
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

20 percent if termination occurs during the Schematic Design Phase; or

10 percent if termination occurs during the Design Development Phase; or

5 percent if termination occurs during any subsequent phase.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

Micro Fiched

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

ARTICLE 14

OTHER CONDITIONS OR SERVICES

The Architect shall make an inspection, or inspections, at the termination of the guarantee periods set forth in the Construction Documents, to ascertain compliance with the requirements stipulated in the Guarantees and shall submit a written report of his findings to the Owner and the Contractor.

Micro Fiched

This Agreement executed the day and year first written above.

OWNER
COUNTY OF YOLO
A Political Sub-Division of the State of California
By _____

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ARCHITECT
FRANCESCHI, LOPES & SCHREITER, ARCHITECTS, INC.

By _____
Raymond R. Franceschi, Architect AIA/CSI

This Architectural Corporation will furnish architectural services by and under the direction of certificated Architects.

Approved as to form
Dated _____

County Counsel of Yolo County

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • JANUARY 1974 EDITION • AIA® • ©1974
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 20006

CR974

RECEIVED
MAY 18 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO.76-66

FILED
MAY 1 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
Deputy

#34-76/77

SCHOOL CROSSING GUARD AGREEMENT

THIS AGREEMENT, made and entered into on **July 1, 1976,** by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO hereinafter called "County."

WITNESSETH:

Micro Fiched

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 19 77. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to 17.10 per cent of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month, State shall bill County for all sums due for that month and County shall promptly pay the same.

Micro Fiched

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1976, to June 30, 1977, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol
Accounting Section
P. O. Box 898
Sacramento, CA 95804

County of Yolo
Board of Supervisors
Courthouse
Woodland, CA 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

Micro Fiched

DEPT. OF CALIFORNIA HIGHWAY PATROL

By Fredric M. Sauze
for George N. Schatz, Fiscal Officer

County of Yolo

By _____
(Title)
CHAIRMAN, BOARD OF SUPERVISORS,
ATTEST COUNTY OF YOLO, STATE OF CALIFORNIA
LAURENCE P. HENIGAN, Clerk
By _____ DEPUTY

Approved as to Form
Dated 5-4-76
County Counsel of Yolo County
Deputy

Fredric M. Sauze

Department of General Services
APPROVED
MAY 12 1976
BY _____
Asst. Chief Counsel

The following locations are the areas that have the crossing guard service:

1. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99), West Sacramento, CA.

Micro Fiched

2. Arlington Oaks School - Jefferson Boulevard and Devon Avenue, West Sacramento, CA.

3. Grafton Elementary School - State Highway 113 at 6th Street, Knights Landing, CA.

BK

YOLO COUNTY AGREEMENT NO. 76-67

IBM

Copier Annual Plan

International Business Machines Corporation (IBM) by its acceptance of this Agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment or unit(s) of equipment) listed below and maintenance service for the equipment.

(A) Qty.	Model	Description Complete the description in Machine Type and Device Code sequence. (provide serial number, and meter reading if installed)	Per Unit (B) Monthly Copier Availability Charge (MCAC)	(C) Copies Included in the MCAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	(D) Maintenance Service Zone Charge
1	6Xd	Copier II	279.36	9,500	.0194	802.43	0

FILED
MAY - 4 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Total Monthly Copier Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines ▶ 279.36

*Total Usage Charge based on number of copies made as recorded on the meter.

Micro Fiched

Trade-In Equipment

Qty.	Description	Trade-In Net Allowance
	Fiscal year Term Not used attached	
	Month — Day — Year —	
	Total Allowance ▶	

Escrow Payment

Three Months Total Monthly Copier Availability Charges (including applicable taxes) ▶	

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

In addition to the terms and conditions specified on the reverse side of this Agreement, the customer agrees:

1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name: County of Yolo Public Welfare
		Address: 922 Sacramento Ave
Please Type or Print all information except signature		City and State: W. Sacramento, Calif. Zip Code:
Branch Office Address: 5th Capitol Mall	Br. Off. No.: 338	Mark for (Attention Of): COUNTY OF YOLO
City and State: Sacramento Calif	Zip Code: 95814	By (Customer's Signature): X Date: 5/4/76
By (IBM Representative's Signature): Dale Jones	Date: 4/26	Signed By—Name: CHAIRMAN, BOARD OF SUPERVISORS; Signed By—Title:

Z140-0189-0
U/M 025

This is not an invoice. Please do not pay until invoiced.

IBM BRANCH OFFICE

FILED
MAY 13 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

AGREEMENT NO. 76-68

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of MAY, 1976, by and between Teichert Construction

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Construction of Bridge No. 28H-30.30 across Willow Slough at County Road 105 and the construction of County Road 28H extending East from County Road 104 to County Road 105 including related bridge approaches,

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Construction Plans County Road No. 28H, County Road No. 105,

Bridge No. 28H-30.30.

(Plan Index No. 28H.44-28H.59) (WO # 4260)

Approved March 23, 1976 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within ten (10) working days next after the date of this Contract and for its completion to be within one hundred (100) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1.	Clearing & Grubbing	Lump Sum	2,000.00	2,000.00
2.	Roadway Excavation	6,785 C.Y.	3.00	20,355.00
3.	Imported Borrow	3,670 C.Y.	1.90	6,973.00
4.	Aggregate Subbase(CL-1)	12,500 T.	2.50	31,250.00
5.	Aggregate Base (CL-2)	7,100 T.	4.25	30,175.00
6.	Aggregate (Type B, Asphalt Concrete)	2,986 T.	12.00	35,832.00
7.	Paving Asphalt (AR 4000)	164 T.	12.00	1,968.00
8.	Asphaltic Emulsion (PaintBinder, SS-1)	3 T.	150.00	450.00
9.	Extend Monitoring Well	Lump Sum	200.00	200.00
10.	57"x38" C.S.P. Arch (0.109" Thick Bituminous Coated)	34 L.F.	45.00	1,530.00
11.	28"x20" C.S.P. Arch (0.109" Thick)	48 L.F.	15.00	720.00
12.	18" C.S.P. (0.109"Thick, Bituminous Coated)	114 L.F.	17.00	1,938.00
13.	24"C.S.P. (0.109"Thick, Bituminous Coated)	40 L.F.	20.00	800.00
14.	Class "A" Concrete (Headwall)	14.5 C.Y.	370.00	5,365.00
15.	Furnish Concrete Piles (CL 45-1)	2,207 L.F.	N/A	N/A
16.	Drive Concrete Piles	48 Ea.	N/A	N/A
17.	(Optional) 16" Cast-In-Drilled-Hole Concrete Pile	48 Ea.	550.00	26,400.00
18.	Class "A" Concrete (Bridge) (564 C.Y.)	Lump Sum	82,000.00	82,000.00
19.	Bar Reinforcing Steel (114,484 #)	Lump Sum	21,000.00	21,000.00
20.	Metal Beam Bridge Railing (741 L.F.)	Lump Sum	10,000.00	10,000.00
21.	Metal Beam Guard Railing	72 L.F.	12.00	864.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

(County Counsel)
5-13-76

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

ATTEST:

Laurence R. Henigan, Clerk

By _____, Deputy

(SEAL)

BY TEICHERT CONSTRUCTION

Glenn V. Waters
District Manager

P. O. Box 150
Woodland, Calif. 95696
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 8.

FILED
MAY - 4 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76-69

(Agreement Granting Exclusive License for Storage of Gravel)

THIS AGREEMENT made and entered into this 4th day of May, 1976, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and ALICE R. TORRENCE, ADELAIDE L. CLAAR, and OPAL STEVENS STORKMAN, hereinafter referred to as OWNER,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. OWNER and COUNTY have heretofore entered into Yolo County Agreement No. 75-352 which grants to COUNTY the non-exclusive right to excavate and remove materials from certain real property described therein.
2. The parties hereto wish to provide for an exclusive license whereby COUNTY may store materials removed pursuant to said Agreement No. 75-352.

AGREEMENTS:

1. OWNER hereby grants to COUNTY the exclusive license for the storage of materials removed and excavated pursuant to the provisions of Yolo County Agreement No. 75-352 upon a portion not to exceed two acres of the parcel of real property described in Exhibit "A" to said Agreement No. 75-352.
2. The exact location of the real property subject to the license granted herein shall be determined by agreement of the parties but shall consist of lands located adjacent to the excavation and removal operations provided for in said Agreement No. 75-352.
3. In full consideration of the covenants of OWNER hereunder, COUNTY agrees to pay OWNER the sum of FOUR HUNDRED ($400) DOLLARS per year on or before the first of January of each

year during the term of this agreement.

4. The term of this agreement shall commence on the first day of September 1975 and shall terminate on the 31st day of August, 1976; provided, however, the term shall be deemed to be renewed automatically for successive terms of one year unless either party gives notice of termination in writing to the other on or before August 1st of each year.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers DEPUTY

(SEAL)

Alice E. Torrence
ALICE E. TORRENCE

x Adelaide L. Claar
ADELAIDE L. CLAAR

Opal Stevens Storkman
OPAL STEVENS STORKMAN

EXHIBIT "A"

A parcel of land being a portion of the Rancho Rio Jesus Maria, as shown on the record of survey filed in volume 6 of Maps and Surveys at page 34 in the Office of the Recorder of Yolo County, California, said parcel being more fully described as follows:

Micro Fiched

BEGINNING at a concrete monument marking the centerline of County Road 20 and the West line of Clanton's Willow Oak Park as shown on said record of survey, THE TRUE POINT OF BEGINNING: thence North 10°37'23" East 716.76 feet; thence North 89°56'44" West 848.25 feet; thence South 10°37'23" West 716.76 feet; thence South 35°52'20" West 1,885.52 feet; thence North 85°52'20" West 936.82 feet to a 3 inch brass plate in the east rail of a bridge, marked L. S. 1880; thence continuing North 85°52'20" West 26.93 feet to the east Grant line of the Gordan Grant; thence South 10°37'23" West 2,150 feet more or less along said Grant line to the north right of way line of the Moore Canal; thence northeasterly along said north right of way line to the west line of Clanton's Willow Oak Park; thence North 10°37'23" East 2,250 feet more or less along said west line to the true point of beginning.

END OF DESCRIPTION

BK

FILED

JUN 14 1976

LAURENCE P. HENIGAN, Clerk

By Deborah E. Conley Deputy

YOLO COUNTY AGREEMENT NO. 76-70

RECEIVED

JUN 14 1976

LAURENCE P. HENIGAN, Clerk

By

A G R E E M E N T

THIS AGREEMENT, made and entered into this 22nd day of April, 1976, by and between the County of Yolo hereinafter referred to as "Yolo", and the County of Tulare, hereinafter referred to as "Tulare";

W I T N E S S E T H:

WHEREAS, SECTION 2213 of the State of California Streets and Highways Code provides for the transfer of apportioned funds between counties with the concurrence of the Department (California Department of Transportation); and

Micro Fiched

WHEREAS, it is mutually agreeable between Yolo and Tulare to transfer certain apportionments of Federal Aid Secondary Funds and State Matching Funds to the mutual benefit of parties hereto; and

NOW, THEREFORE, it is mutually agreed as follows:

1. Yolo agrees to transfer to Tulare the following fund entitlements:

YEAR	FAS	STATE MATCHING	TOTAL
1970-71	$12,651	$8,632	$21,283
1972-73	14,783	7,392	22,175
1973-74	118,471	59,236	177,707
1974-75	49,480	24,740	74,220
TOTAL	$195,385	$100,000	$295,385

2. Tulare agrees to accept the fund entitlements and funds, and agrees to repay such sums as are received by it pursuant to the implementation of this agreement, but primarily from future allocations of Federal Aid Secondary Funds and State Matching Funds which may be alloted to Tulare from its 1976-77 allocations. Such funds shall be repaid to Yolo County on or before January 1, 1977, or such other date as may be mutually agreed upon.

3. Tulare further agrees to repay such sums from any other sources which may, or can be made available to Tulare on or before January 1, 1977 (unless another date is mutually agreeable) should Federal Aid Secondary Funds and/or State Matching Funds be insufficient to repay the above amounts. It is mutually agreed that sources of repayment funds may be road funds, general funds or any other funds which are made available for general county expenditures.

4. This agreement shall not be effective until approved by the California Department of Transportation.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

COUNTY OF TULARE

By Robert E. Hamell
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST: JAY C. BAYLESS, County Clerk and Ex-officio Clerk of the Tulare County Board of Supervisors

By _____
Deputy

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

The foregoing agreement is hereby approved:

STATE OF CALIFORNIA, Department of Transportation

By _____
Chief, Office of Local Assistance

RECEIVED
JUN - 1 1976
LAURENCE P. HENIGAN, Clerk
By ____ Deputy

FILED
JUN - 1 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 76- 71

(Lease of Real Property)

THIS LEASE, made and entered into this 4th day of May, 1976, by and between KENTUCKY VILLAGE, INC., hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

Micro Fiched

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises more particularly described as follows:

> The building and surrounding land area located at the Southwest corner of the intersection of College Street and Kentucky Avenue, in the City of Woodland, State of California; with the 4,000 square feet of building space facing Kentucky Avenue to be leased effective July 1, 1976, together with related parking; and effective September 1, 1976, the balance of the entire building or approximately 3,000 square feet. Thereafter, the two areas when combined will total approximately 7,000 square feet, in a total land area of 25,000 square feet.

2. TERM.

a. Duration. The term of this lease shall be for a period of five years, hereinafter referred to as "original term".

b. Commencement. The term shall commence on July 1, 1976 for the portion of the building facing Kentucky Avenue, and the balance of the 3,000 square feet of building space will commence on September 1, 1976. The terms of both portions of the leased building space shall terminate on June 30, 1981.

3. RENT. TENANT shall pay LANDLORD rent at the rate of SIX HUNDRED FIFTY ($650.00) DOLLARS per month for that portion of the building facing Kentucky Avenue, and effective September 1, 1976, the rent shall be ONE THOUSAND TWO HUNDRED THIRTY ($1,230.00) DOLLARS per month for the entire building and related parking.

4. UTILITIES. TENANT shall pay all charges for utilities.

5. DAMAGE OR DESTRUCTION.

A. Total destruction. In case the improvements located on the premises shall be totally destroyed, this lease shall terminate.

Micro Fiched

B. Partial destruction. In the event of a partial destruction of said premises during said term, from any cause, LANDLORD shall forthwith repair the same, provided such repairs can be made within ninety (90) working days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in nowise annul or void this lease, except that TENANT's rent shall be proportionately abated should such construction or reconstruction be for a period in excess of ninety (90) working days. If such repairs cannot be made in ninety (90) working days, then either party may, at its option, terminate the lease. This election so to terminate the lease must be made by notice in writing, given no later than fifteen (15) days after LANDLORD's notice to TENANT that repairs cannot be made within ninety (90) working days.

6. REPAIRS, WASTE AND ALTERATIONS.

A. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the structure and every part thereof, including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair; however, TENANT shall provide its own janitorial services and maintain said premises in a clean condition, ordinary wear and tear excepted, but TENANT shall be responsible for replacement of all windows or premises, should any be broken. TENANT shall maintain parking area.

B. Waste and Alteration. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisances, and TENANT will not make or suffer to be made any alterations of the premises or any part thereof, without the written consent of LANDLORD first had and obtained, provided, however, that any fixed improvements by TENANT shall remain with the property upon termination of this lease.

Micro Fiched

7. TAXES.

A. Increases. Beginning with the fiscal year 1977-78 and each succeeding year thereafter, subject to the term of the lease, TENANT shall pay to LANDLORD upon demand, accompanied by proof of payment, the amount by which the real property taxes upon TENANT's area exceed those for the 1976-77 fiscal year as determined by Section 7.B.

B. Real Property Taxes upon Lease Area. Real property taxes on the leased area shall be those taxes that may be determined to have been levied on that portion of the Assessor's Parcel comprising the leased structure and the total land area of approximately 25,000 square feet used and occupied by TENANT, in accordance with the description of this lease.

8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any acts, omission, or negligence of TENANT, or its contractors, licensees, agents, servants or employees, arising from any accident, injury, in, on, or about the premises or any part of them.

9. OPTION.

A. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of five (5) years from and after the expiration of the

original term subject to negotiation of rent and other necessary lease conditions.

B. Exercise of Option. The option granted herein must be exercised by TENANT in writing to LANDLORD by written notice of exercise of option not less than one hundred twenty (120) days prior to the expiration of the original term.

Micro Fiched

10. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed as both a covenant and a condition.

11. BINDING ON SUCCESSORS. The term and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

12. TENANT shall not assign lease or interest therein without written consent of LANDLORD.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

KENTUCKY VILLAGE, INC.

BY _____

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

6-1-76

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

RECEIVED
MAY 20 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAY 20 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 76-72

(SENIOR CITIZEN PROGRAM IN WEST SACRAMENTO)

This agreement, made and entered into this 4th day of May, 1976, by and between COUNTY SERVICE AREA NO. 5 of the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and UNITED CHRISTIAN CENTERS, WEST SACRAMENTO SENIOR CITIZENS, hereinafter called CONTRACTOR.

W I T N E S S E T H:

WHEREAS, COUNTY desires to provide extended park and recreation services to the residents of East Yolo; and
WHEREAS, residents of the East Yolo area have expressed a need for extended services for senior citizens in West Sacramento; and
WHEREAS, the East Yolo Service Area Park and Recreation Advisory Committee has voted to sponsor a senior citizen program in West Sacramento; and
WHEREAS, the CONTRACTOR has had several years experience in working with senior citizens in the East Yolo; and
WHEREAS, the CONTRACTOR has personnel with the expertise to quickly implement a program,

Micro Fiched

NOW THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

Agreement:

1. COUNTY shall, upon execution of this agreement, pay over to CONTRACTOR, the sum of three thousand and no/100 dollars (3,000.00)
2. CONTRACTOR agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of CONTRACTOR in such a manner so as to insure compliance with said proposals.
3. CONTRACTOR hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.
4. CONTRACTOR agrees to separately account therefore with sufficient detail to enable COUNTY'S auditor to determine the amount received, and amount expended, and the amount remaining at any time. CONTRACTOR further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.
5. Accounting:
   RECIPIENT Agrees:
   a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY'S Auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

5. b. To maintain its financial accounts in a manner sufficient to:
   1. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of County.
   2. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY'S auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Non Discrimination:
CONTRACTOR agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1.) Deny any service or other benefit provided under the program or activity subject to this agreement.
2.) Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.
3.) Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.
4.) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.
5.) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.
6.) Deny an equal opportunity to participate in any program or activity as an employee.
7.) Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.
8.) Make a selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination.

Micro Fiched

7. Insurance: Without limiting CONTRACTOR'S agreement to indemnify COUNTY, CONTRACTOR agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. CONTRACTOR further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of CONTRACTOR'S proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. CONTRACTOR agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification.

CONTRACTOR further agrees and warrants that during all times during the performance of this agreement, CONTRACTOR will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of CONTRACTOR.

8. Indemnification: CONTRACTOR agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in while or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether or not it is caused in part by a party indemnified hereunder.

9. Relationship of Parties: At all times during the performance of this agreement, CONTRACTOR is an independent contractor of COUNTY; at no time will any employee or agent of CONTRACTOR be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

Micro Fiched

10. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

11. Subcontracting: CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

12. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

13. Merger Clause: This writing embodies the full understanding of the parites hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

14. Successors: This agreement shall bind and insure to the benefit of the successors in interest of COUNTY and CONTRACTOR in the same manner as if such party had been expressly named herein.

15. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

16. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all funds unexpended by CONTRACTOR and the return to COUNTY of all equipment and unused supplies purchased with the funds as of the date of temination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

County Service Area No. 5 of the
County of Yolo, a political subdivision of the State of California

BY _____
Chairman of the Board of Supervisors

CONTRACTORS:

Gwen Dunbar

Gwen Dunbar
President

Micro Fiched

George H. Turner

George Turner
Executive Director of United Christian Centers of the Greater Sacramento Area, Inc.

Proposal for Expansion
of Senior Citizen Activities
in the East Yolo Area

Background

The senior citizen program of the Broderick Christian Center unit of United Christian Centers is a multi-faceted program that has been serving all of East Yolo's seniors since its inception in the summer of 1969. As presently constituted activities are scheduled six days of the week to meet a variety of needs and interests. Included in the current program are the following:

meals served on site Tuesdays, Thursdays and Sundays to an average of 60 people per day;

delivered meals to an average of 27 homebound seniors on each of the above days;

Micro Fiched

weekly classes in ceramics, sewing, exercise, floral arrangements, and knitting led by senior volunteers and adult education instructors (in cooperation with YCUSD);

field trips to places of interest in the Sacramento area and Northern California region;

monthly health activities such as hearing tests, vision screening, blood pressure checks;

speakers on subjects concerning personal finances, current events;

monthly pot luck lunches followed by birthday celebrations, games and entertainment;

transportation to senior events, lunches, and doctor's appointments;

information and referral on the wide variety of programs and concerns of seniors;

house visits and telephone reassurance calls;

development of volunteer "helping hands" to assist with mailings for groups such as the Epilepsy Society and Easter Seals as well as our own newsletter.

In addition the Center has been able to develop Opportunity House as a drop in center for all East Yolo seniors where they can seek help with a problem or engage in the constructive use of leisure time.

We seek to build community awareness and response to the strengths and potentials of older adults, as well as the opportunities and problems, through regular newspaper publicity, monthly newsletters and advocacy within senior organizations such as the Yolo County Commission on Aging and the Area 17 Agency on Aging.

We have also started to develop an advisory board composed of seniors who participate in activities to advise the program director in the scheduling of activities and the overall senior citizen program, and we have continued to work with public and private agencies concerned with the elderly to achieve maximum coordination.

It has always been clear to us that we have not been serving all of the interests that senior residents might have in the East Yolo area due to limitation of funds. It is our belief that additional activities could be scheduled around the community and that more individuals could be encouraged to participate. These concerns speak to program expansion.

Micro Fiched

With almost seven years in the area of senior citizen programming there is considerable learned experience behind us. Our program director knows much about the the community--its people, resources, strengths and weaknesses--whereas a new person coming onto the scene would have to learn this anew. It is also our belief that separate organizations should not be in a position of competing for members or duplicating activities. It is imperative that the inauguration of new activities to serve additional people be done with the closest coordination and cooperation.

Proposal

With this in mind we would like to propose that County Service Area #5 (East Yolo) and United Christian Centers enter into agreement for the expansion of activities for East Yolo's senior citizens. To accomplish this we propose to hire additional parttime staff to organize new groupings and to utilize a parttime office and program center in West Sacramento. An emphasis will be be placed on finding people not now being served by present activities and organizing new groupings around their interests.

How the interests of new members will influence program activities cannot be anticipated at this time, but it seems possible that some of the activities that might be developed include the following:

an additional potluck meal monthly at a West Sacramento location

an additional monthly field trip, possible to the Lake Tahoe area, and continued scheduling of bus stops around the community for current twice-monthly field trips.

the scheduling of an additional health-related activity at a second location

the extension of information and referral clerk to additional location to seniors utilizing resources available to them and answering their questions

the scheduling of other activities such as card parties, dances, lunches, programs as interest develops.

Rationale

The advantages of developing such a joint program between the E.V. Recreation Service Area and the senior citizen program of the Broderick Christian Center are numerous:

We have the experience of seven years and the expertise of a committed and respected person, Blanche Gorman, to put to work immediately;

We have a monthly newsletter format which can be utilized to reach out and spread the word about activities to a mailing list of about 700 people;

Micro Fiched

We are familiar with the methods of publicizing senior activities through press releases, fliers, posters and other visual aids to attract seniors to activities;

We have an office where people know they can go to get information about senior activities;

We are familiar with the common problems such as transportation which must be dealt with;

We are familiar with the existing grant funds available to senior citizen programs and have a relationship established with the funding sources;

As a result of our experience we have attracted the support of several groups who provide financial, personnel and moral support;

We have an orientation toward service which goes beyond interest in mere scheduling to get to the needs of the individuals who participate in them;

We have a functioning advisory board which is widely representative of the senior community as a whole;

We have positive working relationships with public and private agencies concerned about or working with the aged, and we know and are known by the various groups of senior citizens in the area (people in parks, apartments, etc.)

Conclusion

We feel that for maximum coordination, resident participation, and effective use of existing information this is the most efficient way to do things. We propose that this arrangement be considered for the balance of the fiscal year. If it proves satisfactory we would like the option of extending it into the 1976-77 fiscal year.

We look forward to working with all concerned to achieve the best program possible.

Senior Citizen Program Expansion

Proposed Budget
April, 1, 1979-June 30, 1979

Personnel		
Organizer (1/2 time) 3.65 per hour (2 1/2 mos)	[illegible]	
Other part time help - estimate	[illegible]	
		980.00
Taxes		
Social security	[illegible]	
Unemployment insurance	[illegible]	
Worker's compensation	7.00	
		110.00
Contracted services		
Secretary, bookkeeping		360.00
Supplies		
Office supplies-estimate	[illegible]	
Recreation and craft supplies-estimate	[illegible]	
Food (refreshments, coffee, etc.) estimate	50.00	
		250.00
Telephone		
Installation	41.00	
Contaly service	22.50	
		63.50
Postage		30.00
Occupancy		
Utilities allowance and maintenance		300.00
Outside printing		
Advertising brochures (1000)	25.00	
Addition to newsletter	30.00	
		55.00
Local transportation		
Staff travel	[illegible]	
Mileage reimbursement for volunteers	[illegible]	
		200.00
Testing Caravan		
Attendance at county and area meetings		60.00
Equipment		
Examples: p.a. system, desk/file cabinet, bulletin board, telephone recorder, coffee pots, etc.		580.00
Three month total		2988.50

Micro Fiched

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/74)

YOLO COUNTY AGREEMENT NO. 76-73

CONTRACTOR
STATE AUDITOR
DEPT. OF GEN. SERV.
CONTROLLER

THIS AGREEMENT, made and entered into this 31st day of JANUARY, 19 76, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Asst. Mgr., Financial Management Branch, Department of Health (hereinafter called the "State")

AGR-NDA-20079

YOLO COUNTY (hereinafter called the "Contractor")

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Micro Fiched

I. Contractor shall provide one (1) bilingual, bicultural counselor to provide and direct counseling services to drug abusers, their families and associates and:

A. Communicate with Spanish-speaking people throughout Yolo County regarding drug abuse services and related services available to drug abusers and their families.

1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.

(continued on next page)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health State Office of Narcotics and Drug Abuse	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) YOLO COUNTY
BY (AUTHORIZED SIGNATURE) Norman Whitney Williamson	BY (AUTHORIZED SIGNATURE) [signature]
TITLE: ASST. MGR., FINANCIAL MANAGEMENT BRANCH / WILLIAM WILDER, MGR., PROGRAM OPERATIONS	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS

Department of General Services Use ONLY

JUL 14 1976

C.O. Brasher

Asst. Chief Counsel

AMOUNT ENCUMBERED	STATUTES OF 1975	FUND TITLE
$ 18,785.00		General Fund
ITEM: 276a	CHAPTER: 176	SECTION:	CODE: 810-861-48-00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 5/21/76

I hereby certify that all applicable conditions of exemption set forth in State Administrative Manual Section 1096 have been complied with and this agreement is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER IS SIGNING ON BEHALF OF AGENCY | DATE

B. Provide direct counseling and community program liaison services primarily to at least one hundred and ten (110) Spanish-speaking persons involved in drug abuse-related problems.

1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.

Micro Fiched

2. The amount or duration of counseling will depend upon individual circumstances, but a minimum of 100 visits to clients will be made by the counselor.

C. Provide leadership and consultation to three (3) community and two (2) school organizations regarding drug abuse treatment services and counseling.

D. Be responsible for the production of five (5) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug abusers and their families.

E. Train a city or county-employed or volunteer nurse practitioner and two (2) assistants to aid the counselor in providing a variety of treatment services to clients.

F. Assist the County Drug Abuse Coordinator in improving linkages between existing drug abuse services and resources available to the Chicano communities in Yolo County.

G. Consult with and train paraprofessional persons working with the Chicano communities in Yolo County which are in need of some form of drug abuse treatment or prevention service.

1. The paraprofessionals involved in the Solano County (Dixon area) program may be involved in this training.

II. The period of this contract shall be from February 1, 1976 to January 31, 1977.

III. The amount of this contract shall not exceed $18,785.00.

IV. The attached Exhibit "A(F)" entitled, Additional Provisions, is made a part hereof by this reference.

V. The Contractor shall submit any subcontracts to the state for approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.

VI. Philip Walker is designated the Project Director. The State reserves the right to approve any substitute Director.

VII. The Project Director shall submit an initial written progress report to the State during the ninth week after the effective date of the contract and bimonthly thereafter during the contract period. The report shall include but not be limited to a description of the contractor's progress in implementing the contract, a cumulative description of the work and services provided under the terms of the contract, any difficulties or special problems, any pertinent facts or interim findings and a statement that the contractor is or is not progressing satisfactorily in achieving all the terms of the contract. The Contractor shall also submit a final report to the State which shall include but not be limited to an evaluation of the quantity, quality and impact of the work undertaken pursuant to this contract.

Micro Fiched

VIII. The attached Exhibit "B" entitled, Budget, is made a part hereof by this reference.

IX. In consideration of the above services performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in triplicate stating the time period covered, and stating the contract number, for actual expenditures in accordance with the Budget herein contained provided however that the Contractor shall not exceed by 25% or $1,000.00, whichever is less, any individual item in the Budget; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement to the State Office of Narcotics and Drug Abuse, 915 Capitol Mall, Room 235, Sacramento, CA 95814.

X. This contract may be terminated by either party with thirty (30) days prior written notice.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH
ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

Micro Fiched

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Micro Fiched

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract).*"

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) **Examination of Records**

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

Micro Fiched

(c) In the event that the State or any of its duly authorized representatives determines that its audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the State, such documentary evidence in support of transportation costs as may be required by the State or any of its duly authorized representatives.

(d) Except for documentary evidence delivered to the State pursuant to subparagraph (c) above, the Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this subcontract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this subcontract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(e) Except for documentary evidence delivered pursuant to paragraph (c) above, and the records described in subparagraph (d) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) **Covenant Against Contingent Fees**

Micro Fiched

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) **Nondiscrimination in Services, Benefits, and Facilities**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin.

(19) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination against the intended beneficiaries of funds monitored by the State because of race, color, national origin, creed, or sex will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

Micro Fiched

(20) **Only Applicable to Hospitals**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(21) **Only Applicable to Hospitals Accepting Medi-Cal Patients**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

Exhibit B
AGR-NDA-28079

YOLO COUNTY

BUDGET

Mental Health Counselor I Monthly rate $1,408.33	$16,900.00
Mileage for Mental Health Counselor I 625 miles per month at $0.15¢ per mile x 12 months	1,125.00
Administrative Support (4.2% of Mental Health Counselor I costs)	760.00
TOTAL	$18,785.00

Micro Fiched

FILED

MAY 18 1976

LAWRENCE E. HICKEY, CLERK

By Barbara Rodgers

AGREEMENT NO. 76-74

(Agreement to Provide Informational Services)

Micro Fiched

THIS AGREEMENT, made and entered into this 11th day of May, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and SUSAN HERRERA, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. The Yolo County Youth Services Bureau desires to retain the services of CONTRACTOR to provide services for the creation of certain public relations informational material concerning the services provided by the Bureau.

2. CONTRACTOR is capable of performing such services and desires to contract with the COUNTY to provide same.

AGREEMENTS:

1. CONTRACTOR hereby agrees to provide her services for the creation of certain informational tapes and documents concerning the services of the Yolo County Youth Services Bureau. Said tapes and documents shall include, but need not be limited to, at least the following:

(a) One five minute video tape

(b) A 30 second video tape

(c) A one minute audio tape

(d) A selection of slides for a presentation to last approximately five minutes.

(e) One news release article for publication by interested newspapers.

The content to each of said tapes and documents shall be agreed upon cooperatively between CONTRACTOR and the Youth Services Bureau.

2. In consideration of the performance of these services here-

inabove designated, COUNTY agrees to pay to CONTRACTOR the sum of TWO HUNDRED DOLLARS ($200) for her personal services, and the sum of ONE HUNDRED DOLLARS ($100) as compensation for anticipated expenses incurred in the production of said tapes and documents.

3. In the performance of the work, duties and obligations devolving upon her under this contract, CONTRACTOR is at all times acting and performing as an independent contractor. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR performs her work and functions, except that CONTRACTOR does by this agreement agree to consult with the Youth Services Bureau concerning the content of the material to be provided by this agreement. The sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

4. CONTRACTOR shall not assign any interest in this agreement to any other party without the prior written consent of COUNTY.

5. The term of this agreement shall commence on May 3, 1976, and shall terminate on June 7, 1976.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

5-18-76

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

_____
SUSAN HENIGAN

FORM F-34
(REV. AUG. 1973)

ORIGINAL—TO LICENSEE
DUPLICATE—TO DISTRICT
TRIPLICATE—TO DEPARTMENT OF FOOD AND AGRICULTURE
QUADRUPLICATE—TO DEPARTMENT OF GENERAL SERVICES—ONLY WHEN APPROVAL REQUIRED

YOLO COUNTY AGREEMENT NO. 76-75

AGREEMENT No. 104-76

RECEIPT NO.

FILED
MAY 7 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES

THIS AGREEMENT made this 6th day of May, 19 76, at Woodland, County of Yolo, State of California, by and between the 40th District Agricultural Association, hereinafter called the Association, and Yolo County Board of Supervisors, hereinafter called the Licensee.

Micro Fiched

WITNESSETH:

1. Permission is hereby granted to the Licensee to use the following described property of the Association for a period beginning 5:00 P.M. 5/18/76 and ending 12 Midnight 5/18/76 or upon the following date or dates ---, upon the conditions, agreements and terms hereinafter set out.

2. This license agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective.

3. The description of the premises of the Association permitted to be used is described as

The Home Arts Building and Parking Lot, located on the grounds of the 40th District Agricultural Association, in Woodland,

in the County of Yolo, State of California.

4. In the event payment for the use herein permitted shall be made by the Licensee on the basis of admissions charged, Licensee expressly agrees that the same shall be paid on the gross amount thereof, Federal admissions tax excepted, and will pay same promptly upon each calendar day upon receipt thereof and will grant no passes or any unpaid admissions without the consent of the Association first had and obtained and shall keep true and accurate records of the receipts of admissions and shall satisfactorily and thoroughly account for the receipt thereof.

5. The Licensee hereby agrees to pay the Association for the use of said premises as follows: No fee, and payable as follows: No charge

6. In lieu of the payment by the Licensee for utilities during such use and janitorial or other maintenance services during said use the Licensee agrees to pay Association the sum of -----, ($ ----), hereby agreed to be a reasonable proportion thereof payable in addition to the amount set forth in paragraph 5.

7. Said premises shall be used for meeting, and for no other purpose without the written consent of the Association first had and obtained and Licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted to be conducted and shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Licensee and shall not permit a breach of the peace or any unlawful act or omission by any person.

8. Licensee agrees to maintain the premises herein permitted to be used and other portions of the premises of the Association to which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted and Licensee agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Licensee, excepted.

9. The Licensee shall provide evidence of insurance for the term of the agreement protecting the legal liability of the State of California, the District Agricultural Association, their officers, agents, servants, and employees, from occurrences as to bodily injury liability and property damage liability which are limited to the operations of the Licensee. Such evidence may be supplied by filing with the State, in duplicate, a certificate of insurance, lawfully transacted, issued to the State. In the case of rodeos, the Licensee shall provide a certified copy of the lawfully transacted insurance policy in form satisfactory to the State.

Said certificate or insurance policy shall set forth:

(1) That the State of California, the District Agricultural Association, their officers, agents, servants, and employees, are made additional insureds, but only insofar as the operations under this contract are concerned.

(2) The dates of inception and expiration of the insurance.

(3) The amounts of public liability coverage of not less than $100,000/$300,000 and the amount of property damage coverage of not less than $50,000, neither coverage to involve a deductible feature.

(4) A statement by the insurance company that it will not cancel said policy or policies without giving 15 days prior written notice to the State of California and the District Agricultural Association.

(5) A statement by the insurance company that neither the State of California nor the District Agricultural Association is liable for the payment of any premiums or assessments on said policy or policies.

(6) A statement that insurance coverage is on an occurrence basis.

The Licensee agrees to engage a qualified surety company to guarantee the faithful performance of the terms and provisions of this agreement, in the option of the Association.

Continued on reverse side

10. Licensee does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used or the premises of the Association to which the Licensee, its agents, employees, or licensees may have access by reason of this license.

11. The Association shall have the privilege of inspecting the premises covered by this agreement at any or all times.

12. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Association first had and obtained.

13. The Association may terminate this agreement and be relieved of any further performance if Licensee fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy.

14. The parties hereto agree that the Licensee, and any agents and employees of Licensee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.

15. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

16. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

17. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

19. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "Exhibit ***." Such attached sheets when properly signed by both parties become a part of this agreement and shall be binding upon the parties hereto.

20. FAIR EMPLOYMENT PRACTICES. If this agreement provides for a concession, the following provisions apply:

In the performance of this agreement, the Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, or national origin. The Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. (Standard Form 809)

The Licensee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this agreement.

Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practice Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practice Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) The State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Licensee.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, or quadruplicate when required, by and on behalf of the parties hereto, the day and year first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION

Address **Box 826, Woodland, California**

By Ronald Hamm

Title **Secretary-Manager**

Yolo County Board of Supervisors

Licensee

Address **Courthouse, Woodland, Calif.**

By Dale A. Beck

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

5-18-76

MEMO FOR FAIR MANAGEMENT:

1. Department of General Services approval is required on all four copies if the period is for longer than one week, or the activity is considered hazardous. (Except stall or storage rentals for longer than one week.)

2. Submit all four copies of the agreement if Department of General Services approval is required, together with a resolution by the Board of Directors. Submit only the triplicate copy if Department of General Services approval is not required, immediately upon execution. It is only necessary to prepare three copies if approval is not required.

3. The insurance provision in Item 9 is required only for an activity hazardous to the public, such as a rodeo, automobile or motorcycle race or thrill show, fireworks display, circus, carnival, helicopter riding, archery, rifle or gun club activity, stage coach rides, pest control services, etc. One copy of the certificate of insurance must accompany the agreement when submitted to the Department of Agriculture for approval. In the case of rodeos, the licensee shall provide a certified copy of the insurance policy in a form satisfactory to the State. However, if a rodeo licensee already has a certified copy of his insurance policy on file with the Division of Fairs and Expositions which provides that all district agricultural associations he is contracting with are named as additional insureds, it is not necessary to submit an additional copy. If the activity is not hazardous, Item 9 should be deleted and initialed by both parties.

4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used. (Items 6, 9 and 19.)

5. This form is to be used for rental or other use of fairground facilities, except during the conduct of the fair, in which case a Form 2, Standard Agreement, should be used.

FILED
JUN - 2 1976
LAURENCE P. HENIGAN, Clerk
By Nebrata E. Conley Deputy

AGREEMENT NO. 76- 76

(Agreement for Janitorial Services for the County of Yolo Mental Health Department Office located at 510 - 5th Street, Davis, CA.)

Micro Fiched

THIS AGREEMENT made and entered into this 18th day of May, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and UNITED BUILDING SERVICE, P.O. Box 1232, Woodland, California, 96595, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interiors of the County of Yolo Mental Health Department office located at 510 - 5th Street, Davis, California, and the exterior areas adjacent to the building as noted below.

A. Services shall include:

1. Daily.

a. Empty wastebaskets

b. Empty ashtrays and clean

c. Dust bookcases, filing cabinets, chairs, horizontal desk surfaces and office equipment throughout building.

d. Clean sink and counter in kitchen

e. Vacuum carpeted areas

f. Replace burned out light bulbs. (replacements furnished by County)

g. Clean, polish and disinfect wash basins, toilets, and urinals in restrooms.

h. Damp mop restrooms and kitchen floors.

i. Fill soap, towel, paper seat cover and toilet tissue dispensers (county to furnish supplies).

j. Remove accumulated trash to outside refuse containers.

2. Weekly.

a. Spot clean walls.

b. Spot clean carpets.

Micro Fiched

c. Wet mot all vinyl floors with cleaner disinfectant

d. High dust ceilings, moldings and light fixtures.

e. Vacuum fabric covered furniture.

f. Damp wipe vinyl furniture.

g. Dust vertical surfaces of desks, files, cabinets, etc.

h. Damp wipe wastebaskets.

i. Sweep porch, steps and walkway to street and wash down.

3. Monthly.

a. Wash vinyl floors

b. Scour faucets using hard water deposit removing agent.

4. Quarterly.

a. Wash all windows inside and out.

b. Dust window frame area between windows and screens.

5. Annually.

a. Steam clean all carpets thoroughly.

6. At all times.

Maintain custodial storage room in a neat and orderly condition.

B. The period of the contract shall be from June 1, 1976 through May 31, 1977 and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by the CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by the COUNTY or the CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed five days each week

except for weekly official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period the contract may be revoked upon 15 day written notification to CONTRACTOR.

Micro Fiched

E. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, phone 666-8208, that such services are to be accomplished.

F. Unusual occurrences or problems, such as unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. will be reported to the Department Head specified above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb paper on desks, in cabinets or in drawers, and shall not tampter with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks, except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify, defend and save COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

Micro Filmed

M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, keep and maintain in full force, a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed, and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

O. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

P. No alteration or variation of the terms of this agreement

shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of ONE HUNDRED THIRTY TWO ($132.00) DOLLARS per month.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a Political Subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

UNITED BUILDING SERVICE

BY _____
Edwin P. Johnson (Owner)

RECEIVED
JUN 10 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76-77

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE II

FILED
JUN 10 1976
LAURENCE P. HENIGAN
By Debra E. Corley

Micro Fiched

Sub-Grantee Name University of California, Davis	
Address 312 Mrak Hall	
City Davis, CA 95616	Phone: (916) 752-6710
Program Director Fred Bautista, Manpower Coordinator	Date of Modification May 10, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-273 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~XXXXXXX~~ decrease of $ 4,000.00 .

2. The grant period originally starting on October 1, 1975 and ending on June 30, 1976 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Legal Name of Sub-Grantee)

Barbara L. Stadtman
(Signature of Authorized Officer)

(Mrs.) Barbara L. Stadtman
Research Coordinator
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

SX-52

(SEAL)

(26

FILED
JUN 25 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

YOLO COUNTY
AGREEMENT NO. 76-78

RECEIVED
JUN 25 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTIES OF EL DORADO, NEVADA PLACER, SACRAMENTO, SIERRA, SUTTER, YOLO AND YUBA FOR THE PURPOSE OF CREATING A PUBLIC REGIONAL PLANNING BODY TO IMPLEMENT THE NATIONAL HEALTH PLANNING AND RESOURCES DEVELOPMENT ACT OF 1974, PL 93-641

THIS AGREEMENT, dated for convenience as of May 19, 1976, by and between the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, political subdivisions of the State of California.

Micro Fiched

W I T N E S S E T H:

WHEREAS, each County is empowered by law to provide health services to its residents and to participate in federal programs relating to health; and

WHEREAS, each County is of the opinion that there should be regional planning for the foregoing purposes; and

WHEREAS, the National Health Planning and Resources Development Act of 1974, PL 93-641 (hereinafter called "Act") provides that each state shall establish health service areas and each such area shall have a health systems agency for that area; and

WHEREAS, the geographical area encompassing the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba has been designated as a health service area for purposes of the Act; and

WHEREAS, the Act provides that a health systems agency for a health service area may be a public regional planning body if it has a governing body composed of a majority of elected officials of units of general local government and its planning area is identical to the health service area;

WHEREAS, the parties to this agreement deem it necessary and proper to create a separate public entity by joint exercise of powers agreement to devise and create an organizational and administrative structure for the operation of an area-wide health systems agency encompassing the geographical territory of the parties to this Agreement and to secure approval of the federal government for designation as the Health Systems Agency, pursuant to the Act and to apply to the federal and state government for grants, funds and assistance:

Micro Fiched

NOW, THEREFORE, the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

ARTICLE 1 PURPOSE

This Agreement is made pursuant to the provisions of Article 1 (commencing with Section 6500), Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. The purpose of this Agreement is to exercise such powers for the purpose of:

(1) improving the health of residents of the health service area, which is defined by the geographical boundaries of the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba;

(2) increasing the accessibility (including overcoming geographic, architectural, and transportation barriers), acceptability, continuity, and quality of the health services provided such residents,

(3) restraining increases in the cost of providing such residents health services,

Micro Fiched

(4) preventing unnecessary duplication of health resources, and

(5) assuming any additional purposes, elements, duties and functions as may be determined by all parties to this Agreement.

Such purpose will be accomplished and said common power exercised in the manner hereinafter set forth.

ARTICLE II TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by any of the parties to this Agreement. Any county that is party to this Agreement may terminate the Agreement by giving written notice of its intention to terminate at least 6-mos. prior to the end of the fiscal year in which such notice is given to all other members of this Agreement. This Agreement may be terminated at any time by mutual agreement of the parties hereto.

ARTICLE III AUTHORITY

A. Creation of Authority

Pursuant to Section 6506 of the Government Code, there is hereby created a public entity to be known as "Golden Empire Health Systems Agency" (hereinafter called the "Agency"), and said Agency shall be

a public entity separate and apart from the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba.

This agreement is executed in compliance with the final Micro Fiched Health Systems Agency regulations as published in the March 26,1976 Federal Register. It is recognized that this agreement is subject to amendment in the event Public Law 93-641 is amended, or if the regulations of the Health System Agency are revised or changed.

B. Governing Board:

The Agency shall be administered by a Governing Board of 17 members, each serving in their individual capacities as members of the Governing Board. The Board of Supervisors of the County of El Dorado, shall appoint 1 member of the Governing Board, the County of Nevada shall appoint 1 member of the Governing Board, the County of Placer shall appoint 1 member of the Governing Board, the County of Sacramento shall appoint 2 members of the Governing Board, the County of Sierra shall appoint 1 member of the Governing Board, the County of Sutter shall appoint 1 member of the Governing Board, the County of Sutter shall appoint 1 member of the Governing Board, the County of Yuba shall appoint 1 member of the Governing Board. 8 members of the Governing Body shall be appointed by the Subarea Councils (County Health Councils) to the Governing Board. Of the 8 members selected from either the Subarea Councils or the Governing Body, 1 member shall be from each of the eight counties in the area. Such Governing Board shall be called the "Governing Board of the Golden Empire Health Systems Agency." Nine (9) members of the Governing Board shall be elected officials of units of general

local government and shall be residents of either the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo or Yuba. Each Board of Supervisors shall appoint by resolution of the Board of Supervisors an alternate member for each member appointed to the Governing Board by that Board of Supervisors as long as that member be an elected official of a unit of general local government. Members of the Governing Board shall serve for a term determined by their respective Board of Supervisors.

Micro Fiched

The initial term of all members shall be deemed to commence on May 19,1976. Members of the Governing Board shall serve at the pleasure of their respective Board of Supervisors of Subarea Councils and until their respective successors are appointed and qualified.

C. Responsibilities of Governing Board:

The Governing Board shall:

1) Reject appointments to the Governing Body made by the respective eight-County Boards of Supervisors only if the composition of the Governing Body fails to satisfy the statute or regulations;

2) Review and approve or disapprove the appointment of the Executive Director proposed by the Governing Body;

3) Establish procedural rules for expenditure and obligation and conditions on the use of funds to assure proper actions by the Governing Body for health planning.

4) Review and comment on the review criteria and administrative procedures proposed by the Governing Body;

5) Review and comment on the Health Systems Plan and the Annual Implementation Plan.

D. Officers

The Governing Board shall appoint annually from its membership the Chairman and the First and Second Vice-Chairman of the Governing Board of the Agency. Said Governing Board shall also appoint the Executive Director as Clerk of the Agency. The Treasurer

of the Agency shall be the duly appointed and acting Treasurer of a County party to this Agreement serving ex officio as Treasurer of the Agency and the Auditor of the Agency shall be the duly appointed and acting Auditor and Controller of a County party to this agreement serving ex officio as Auditor of the Agency to the extent that the duties do not cause a conflict. The attorney for the Agency shall be the duly appointed, qualified and acting County Counsel of a County party to this agreement as attorney for the Agency; provided that the attorney for the Agency may call upon the duly appointed, qualified and acting County Counsel of other Counties party to this agreement, or their duly authorized deputies for assistance. The County Counsel of a County party to this agreement or his designated deputy shall, upon request of the Governing Board or the Governing Body, attend meetings of the Governing Board or the Governing Body but counsel's absence shall not affect the validity of any meeting.

Micro Fiched

E. Meetings of Governing Board

(1) Regular Meetings.

The Governing Board of the Agency shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each party hereto.

(2) Ralph M. Brown Act

All meetings of the Governing Board of the Agency, including, without limitation, regular, adjourned regular and special meetings

shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Micro Fiched

(3) Minutes

The Clerk of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Governing Board and to each County.

(4) Quorum

A majority of the membership of the Governing Board of the Agency shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members shall be required for the approval of any resolution as to which action of the Governing Board is required.

(5) Vacancies

A vacancy shall occur in the happening of any of the following events before the expiration of the term:

(a) The death of the incumbent,

(b) The resignation of the incumbent

(c) The ceasing of the incumbent to be a resident of his/her respective county,

(d) Unexcused absence from three consecutive regular meetings of the Governing Board of Agency, or

(e) The incumbent ceases to be qualified by loosing

the status which made him/her eligible for appointment to the Governing Board.

Any vacancy of a regular member shall be filled by the Board of Supervisors or Subarea Council of the County which made the appointment of the member. Any person appointed to fill a vacancy shall serve for the unexpired term of the member being replaced.

(6) Compensation and Expenses

Micro Fiched

Members of the Governing Board of Agency shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred when on official duty of the Agency. No member of the Governing Board may be compensated for any service to the Agency except as provided in this section.

F. REIMBURSEMENT OF COSTS

It is anticipated by the parties to this agreement that the Agency through its Governing Board, shall make application for Federal funds pursuant to the Act herein above referred to and in the event that the Agency engages in activities described herein, the Agency shall reimburse the parties to this Agreement to the extent authorized by law, for the services of the Purchasing Agent, Auditor-Controller, Treasurer and Attorney, at reasonable costs of providing the aforesaid services.

G. RULES

The Governing Board of the Agency may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as may be required.

ARTICLE IV GOVERNING BODY FOR HEALTH PLANNING

A. Creation

In addition to the Governing Board of the Golden Empire Health Systems Agency, hereinabove established, there shall be established a governing body for health planning as required by Section 1512(B)(3)(A) of the Act. Such governing body shall be known as the governing body for health planning of the Golden Empire Health Systems Agency. This body shall be subordinate to the Governing Board of the Agency in the performance of its functions hereinafter set forth.

Micro Fiched

B. Members of the Governing Body

The Governing Body shall be made up of 30 members, with the distribution of County of the Governing Body memberships to be determined under the Act and its regulations by the Governing Board. Members shall be appointed or removed to the Governing Body by the actions of their respective County Board of Supervisors and in accordance with the following requirements:

(1) A majority but not more than 60 percentum of the members, shall be residents of the health service area served by the entity who are consumers of health care and who are not (nor within the twelve months preceding appointment been) providers of health care and who are broadly representative of the social, economic, linguistic and racial populations, geographic areas of the health service area, and major purchasers of health care.

(2) The remainder of the members shall be residents of the health service area served by the Agency who are providers of health care and who represent (a) physicians (particularly practicing physician dentists, nurses, and other health professionals,

(b) health care institutions (particularly hospitals, long-term facilities, and health maintenance organizations), (c) health care insurers, (d) health professional schools, and (e) the allied health professions.

Not less than one third of the providers of health care who are members of the Governing Body of the Health Systems Agency shall be direct providers of health care, as described in Section 1531 (3) of the Act.

Micro Fiched

(3) The membership shall:

(a) include (either through consumer or provider members) public elected officials and other representatives of governmental authorities in the Agency's health service area and representatives of public and private agencies in the area concerned with health,

(b) include a percentage of individuals who reside in nonmetropolitan areas within the health service area which percentage is equal to the percentage of residents of the area who reside in nonmetropolitan areas, and

(c) if the Health Systems Agency serves an area in which there is located one or more hospitals or other health care facilities of the Veterans' Administration, include, as an ex officio member, an individual whom the Chief Medical Director of the Veteran's Administration shall have designated for such purpose, and if the agency serves an area in which there is located one or more qualified health maintenance organizations (within the meaning of section 1310 of the Act), include at least one member who is representative of such organizations.

(4) If, in the exercise of its functions, the Governing Body appoints a subcommittee of its members or an advisory group, it shall, to the extent practicable, make its appointments to any such subcommittee or advisory group in such a manner as to provide the representation on such subcommittee or advisory group described in paragraph 3C of the Act.

Micro Fiched

The membership on the Governing Body shall also reflect the population of the parties to this agreement. Each appointment shall designate the eligibility status of the appointee and each appointee must retain such status and continue to be a resident of the County of appointment while serving on the Governing Body of the Agency or be subject to automatic disqualification.

Members of the Governing Body shall serve for a two-year term unless sooner removed by the appointing authority provided however, that the term of the first members shall be staggered by the respective County Boards of Supervisors making the appointments to the Governing Body. The initial term of all members shall be deemed to commence on May 19,1976.

C. Responsibilities of the Governing Body for Health Planning

The Governing Body shall:

(1) Conduct the internal affairs of the Agency, including matters relating to staff and budget.

(2) Develop and adopt, after review and comment by the Governing Board, review criteria and administrative procedures for carrying out the functions of the Agency.

(3) Prepare and establish, after review and comment by the Governing Board, the Agency's operating budget.

(4) Propose appointment of the Executive Director for review and approval or disapproval by the Governing Board;

(5) Establish the Agency's personnel policies;

(6) Develop and adopt, after review and comment by the Governing Board, the Health Systems Plan and the Annual Implementation Plan;

(7) Approve or disapprove requests for grants and contracts made and entered into under Section 1513(c) (3) of the Act;

Micro Fiched

(8) Review and recommend to the State the need for new or expanded institutional health services proposed to be offered or developed in the area;

(9) Review and recommend to the State appropriateness of all institutional health services offered in the area;

(10) Review and recommend to the State priorities for projects for the modernization, construction and conversion of health facilities in the area;

(11) Issue an annual report concerning the activities of the Agency; including in that report the Health Systems Plan and Annual Implementation Plan developed by the Agency, and a listing of the Agency's income, expenditures, assets, and liabilities; and make the report readily available to the residents of the Health Service Area and the various communications media serving the area;

(12) Reimburse its members for their reasonable costs incurred in attending meetings of the Governing Body;

(13) Meet at least once in each calendar quarter of a year and meet at least two additional times in a year;

(14) (a) conduct its business meetings in public (b) give adequate notice of such meetings, and (c) make its records and data available, upon requests, to the public;

(15) Constitute a quorum for the transaction of business when a majority of the membership is present except that less than a quorum may adjourn from time to time.

(16) Upon requests of the Governing Board or any party to this agreement provide information relating to any aspect of the duties of the Agency or the Governing Body.

D. Officers

The Governing Body shall appoint annually from its membership the President, Vice-President, Secretary and Treasurer of the Governing Body. The Executive Director shall serve as the Clerk of the Governing Body.

Micro Fiched

E. Staff and Consultants

The Governing Body shall employ staff or contract with consultants in accordance with the provisions of section 1512(b) of the Act, this Agreement, or any applicable provision of the Laws of the State of California and the Charter of a County party to this Agreement.

ARTICLE V General Powers

The Joint Powers Agency shall have the power common to the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba set forth in Article I of this Agreement.

The Agency is hereby authorized, in its own name acting through the Governing Board, to do all acts necessary for the exercise of said common power for said purpose, including, but not limited to: make applications to the federal government and to the state government for funds to be used for the purposes consistent with PL 93-641 and accept grants from and enter into contracts with the federal or state governments for such purposes and to carry out the functions described in this Agreement. Such powers shall be exercised in the manner provided in the Joint Exercise of Powers Act (Gov. Code, S 6500 et seq), and except as expressly set forth herein, subject only to

such restrictions upon the manner of exercising such powers as are imposed upon a County in the exercise of similar powers.

ARTICLE VI Fiscal Year

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

ARTICLE VII - Funds - Deposit in County Treasury

Micro Fiched

A. The Agency may accept and expend funds from public sources for the purpose of carrying out its powers, duties, responsibilities and obligations specified in this Agreement.

B. Subject to the provisions of this Agreement and any applicable law, the Treasurer shall receive, have custody of and disburse Agency funds (1) pursuant to the accounting procedures prescribed pursuant to Article IX of this Agreement, and (2) as nearly as possible in accordance with normal procedures of a county party to this Agreement.

ARTICLE VIII - Expenditures and Obligations

A. The Governing Board and Governing Body and every other official or employee of the Agency shall be limited in the making of expenditures or the incurring of liabilities to the amount of the appropriations allowed by the budget and related policy as adopted by the Governing Body and Governing Board or thereafter revised by said Body or Board.

B. Except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Agency or a liability of any party to this Agreement.

Micro Fiched

ARTICLE IX - Purchases

The Purchasing Agent of a County party to this Agreement shall be ex officio Purchasing Agent of the Agency and all purchases by the Agency shall be made pursuant to applicable statutes relating to purchases by Counties.

ARTICLE X - Records and Accounts - Charge for Services of Auditor/Controller and Treasurer

A. The Agency shall be strictly accountable for all funds.

B. The Governing Board of the Agency shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all of its transactions including all receipts and disbursements. Said books and records shall be kept in accordance with State law and rules and regulations of the State Controller and as required by the Auditor-Controller. Said books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the parties to this Agreement.

C. The Governing Board of the Agency shall cause to be prepared an annual financial and operational report, including a report of all receipts and disbursements of funds which shall be

available at the office of the Clerk of the Agency and a copy thereof shall be delivered to each party to this Agreement. The report shall be filed within 30 days of the close of each fiscal year.

D. The Board of Supervisors of a county party to this agreement shall determine the charges, if any, to be made against the Agency for the services of the Purchasing Agent, Treasurer, Auditor-Controller and County Counsel.

Micro Fiched

ARTICLE XI - Claims

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of the Agency and established by the Governing Board of the Agency pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Governing Board of the Agency shall adopt a regulation requiring that all claims shall be so filed.

ARTICLE XII - Allowance of Claims by Auditor-Controller

A. The Auditor-Controller of Agency shall audit and allow or reject claims in lieu of, and with the same effect as allowance or rejection by the Governing Board of the Agency in any of the following cases:

(1) Expenditures which have been authorized by purchase orders issued by an officer of the Agency authorized by said governing body to make purchases.

(2) Expenditures which have been authorized by contract, resolution or order of the Governing Board or the Governing Body of the Agency acting within the scope of its authority.

Micro Filmed

B. The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for.

ARTICLE XIII - Insurance - Bonds

A. The Agency shall at all times maintain with responsible insurers workmen's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the Agency, its employees or agents and the parties to this Agreement.

B. The Agency shall cause such of its officers and employees to be bonded as may be required by the Auditor-Controller of Agency.

ARTICLE XIV - Finance Agency

A. The Agency shall be financed by funds made available for such purpose under the Act or other federal or state statute; provided however, that the parties to this Agreement may agree to contribute to the Agency additional funds for its operations.

The Governing Board shall review and authorize any budgetary requests of the Governing Body to the parties to this Agreement for funds or other support, in excess of those funds which are available to Agency under the Act or other federal or state statutes.

Micro Fiched

B. Each of the parties to this Agreement may, but shall not be required to, contribute money, office space, furnishings, equipment, supplies or services as the respective Boards of Supervisors thereof may deem appropriate.

ARTICLE XV - Disposition of Assets on Termination of Agreement

At the termination of this Agreement all funds on hand shall be returned to the respective parties to this Agreement as nearly as possible in proportion to the contributions, if any, made to the fund then on hand. Any equipment, furniture or furnishings which can be identified as having been contributed by any party to this Agreement shall be transferred to and become the property of the party contributing such equipment, furniture or furnishings. Any other property of the Agency shall be distributed among the parties to this Agreement, each party to receive the proportion that the amount of money, if any, contributed to the Agency by such party bears to the total amount of money contributed to the Agency by all parties to this Agreement.

ARTICLE XVI - Accounts and Reports

The books and records of the Agency shall be open to inspection at all reasonable times by representatives of the parties to this Agreement. The Auditor-Controller of Agency, within 120 days after the close of each fiscal year, shall give a complete

written report of all financial activities for such fiscal year to the parties to this Agreement.

ARTICLE XVII - Notices

Notices hereunder shall be sufficient if delivered to:

El Dorado County - Clerk of the Board of Supervisors,
280 Cold Springs Road
Placerville

Micro Fiched

Nevada County - Clerk of the Board of Supervisors,
Courthouse, Nevada City

Placer County - Clerks of the Board of Supervisors
County Administrative Center
Auburn

Sacramento County Clerk of the Board of Supervisors
827 Seventh Street, Room 431
Sacramento,

Sierra County - Clerk of the Board of Supervisors
P.O.Box 68
Downieville

Sutter County - Clerk of the Board of Supervisors
463 Second Street
Yuba City

Yolo County - Clerk of the Board of Supervisors
725 Court Street
Woodland, CA

Yuba County - Clerk of the Board of Supervisors
215 5th Street
Marysville, CA

Agency - Clerk - at such address as Agency shall designate for such purpose.

ARTICLE XVIII - Miscellaneous

A. The article headings herein are for convenience only and not to be construed as modifying or governing the language in the article referred to.

B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Micro Fiched

C. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

D. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which will further define the rights and obligations of the parties.

ARTICLE XIX - Partial Invalidity

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction each and all of the remaining terms, provisions, promises,covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

ARTICLE XXI - Incorporation of the Act

Notwithstanding any other provision of this Agreement it is the intent of the parties to this Agreement that all actions of the Agency, the Governing Board and the Governing Body shall be in conformance with the Act or regulations adopted pursuant thereto. The provisions of the Act and regulations adopted pursuant thereto, as they exist on the effective date of this Agreement or as they may be subsequently amended, are incorporated by reference.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

County of El Dorado

By _____
Chairman, Board of Supervisors

ATTEST:

CARL A. KELLY, County Clerk and
ex officio Clerk of the Board

By _____
Deputy Clerk

Micro Fiched

County of Nevada

By _____
Chairman of the Board of Supervisors

ATTEST:

Micro Fiched

Approved to Form this 11th day of May, 1976

Juanitte Hillman, Deputy
Clerk of the Board of Supervisors

(Seal)

Leo J. Todd, County Counsel

By _____
Deputy

County of Placer

By Michael R. Lee
Chairman of the Board of Supervisors

Micro Fiched

Approved to Form this 12th day

of May 1976

ATTEST:

Clerk of the Board of Supervisors

(Seal)

L. J. Dewald, County Counsel

By _____
Deputy

County of Sacramento

By _____
Chairman of the Board of Supervisors

Micro Fiched

Approved to Form this _____ day

of _____ 1976

ATTEST:

_____
Clerk of the Board of Supervisors

(Seal)

John E. Heinrich

By _____
Deputy

Dated MAY 18, 1976.

County of Sierra

By _____
Chairman of the Board of Supervisors

Approved to Form this 18th day
of May 1976

ATTEST:

_____
Clerk of the Board of Supervisors

(Seal)

Micro Fiched

Glenn Durfee

By _____
Deputy

County of Sutter

By Mary L. Knoop
Chairman of the Board of Supervisors

Approved to Form this 13th day
of May 1976

Micro Fiched

ATTEST:

Diane Snodgrass
Clerk of the Board of Supervisors

Edward L. Buckner
By Edward L. Buckner
Deputy

(Seal)

STATE of CALIFORNIA)
COUNTY of SUTTER)
I, DIANE SNODGRASS, County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Sutter, State of California, do hereby certify the foregoing to be a full, true, and correct copy of a resolution as the same appears on record in my office.
Witness my hand and seal of said Board of Supervisors
affixed this 27th day of May 1976
DIANE SNODGRASS
County Clerk and Ex-officio Clerk of the Board of Supervisors, County of Sutter
By Shirley Hart

County of Yolo

By _____
Chairman of the Board of Supervisors

Approved to Form this 27th day

of May 1976

Micro Fiched

Charles R. Mack

By _____
Deputy

ATTEST:

LAURENCE P. HENIGAN, COUNTY
Clerk of the Board of Supervisors

BY _____ Deputy

(Seal)

County of Yuba

By _____
Chairman of the Board of Supervisors

Approved to Form this 18th day

of May 1976

Micro Fiched

ATTEST:

_____
Clerk of the Board of Supervisors

(Seal)

By _____ Walter Colby
Deputy

COUNTY OF YUBA
BOARD OF SUPERVISORS
STATE OF CALIFORNIA

The foregoing instrument is a correct copy of the original on file in this office.
ATTEST: KARL A. COZAD MAY 1 8 1976
County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Yuba, State of California.
_____
Deputy Clerk

RECEIVED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76- 79

(Agreement Granting License to Use Recreation Site)

THIS AGREEMENT made and entered into this 18th day of May, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and YOLO BOWMEN, INC., a non-profit corporation, hereinafter called LICENSEE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. LICENSEE is a non-profit corporation, engaged in the fostering of the sport of archery.
2. COUNTY is the owner and occupier of a parcel of real property near the corner of Fremont Road and Road 104, approximately 320 acres in size, and commonly known as the Davis Communication Site, and holds title to said parcel of real property for recreational uses.
3. LICENSEE has requested the use of 40 acres of said parcel of real property, for the exclusive use of constructing a temporary archery range and archery contest facility.

AGREEMENTS:

1. LICENSEE is hereby granted an exclusive license and privilege to occupy the portion of said real property, approximately 40 acres in extent, described in the sketch of said parcel attached hereto, as Exhibit "A".
2. Said LICENSEE may use said land for the purposes of conducting archery exercises, practice, and contests, and may erect upon said property temporary targets and portable facilities customarily used in archery, for a period of five (5) years commencing upon the date of execution of this agreement. Upon

termination of this license for any reason, LICENSEE shall remove all paraphanalia and equipment placed by it, and leave said site in a clean and neat condition. Micro Fiched

3. Said archery facility is to be open to serve the needs of members of the LICENSEE corporation, and shall be open and available for use by members of the general public at all reasonable times without charge, save and except during formal competition and tournaments, at which events contestants may be charged a reasonable fee for entrance and participation.

4. Said LICENSEE shall purchase and maintain in effect a comprehensive public liability insurance policy, with the COUNTY named as the party insured, in the minimum amount of $500,000 for bodily injury or death of each person, and $1,000,000 for injury or death from one accident or occurrence, and $25,000 for property damage for each occurrence, insuring against all injuries to persons or property arising out of or in the course of the operation of this concession. Said policy of liability insurance shall contain a provision which requires the insurance carrier to notify the County of Yolo in the event of proposed cancellation of said policy of insurance.

5. Said LICENSEE shall hold COUNTY free and harmless from, and shall defend COUNTY from any and all claims, causes of action, or complaints arising out of any of its acts, or acts of its members, or acts of members of the public while utilizing the facilities described herein.

6. LICENSEE shall be solely responsible for the maintenance of public safety and order upon said site while engaged in the uses licensed and described herein.

7. Said LICENSEE shall serve all customers and members of the public without discrimination by reason of sex, race, color, creed, or national origin.

8. LICENSEE shall clean and maintain said site in a neat and

litter-free condition.

9. The Director of Parks and Recreation may, from time to time, issue directives, rules and regulations to LICENSEE, pertaining to the details of operation of this license; said directives, rules and regulations, shall thereupon be deemed to be terms and provisions of this agreement, the breach of which shall be causes for revocation and termination of this agreement.

10. Either party to this agreement may terminate this agreement upon ninety (90) days' written notice to the other party. For the purposes of this provision, the addresses of the parties are:

COUNTY:

Micro Fiched

Department of Parks and Recreation
292 West Beamer Street
Woodland, California 95695

LICENSEE:

YOLO BOWMEN, INC.
10 Willowbank Road
Davis, California 95616

11. In the event of detault in or breach of any of the covenants and undertakings contained herein, or violation of any rule, regulation, or directive of the Department of Parks and Recreation, COUNTY may terminate this agreement upon fifteen (15) days' written notice, or, at its option, utilize any and all other legal remedies available to it.

12. The terms of this concession are as above stated, and no other, different or additional license or permit is granted hereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Micro Fiched

YOLO BOWMEN, INC., a non-profit corporation

BY [signature]
President

Micro Fiched

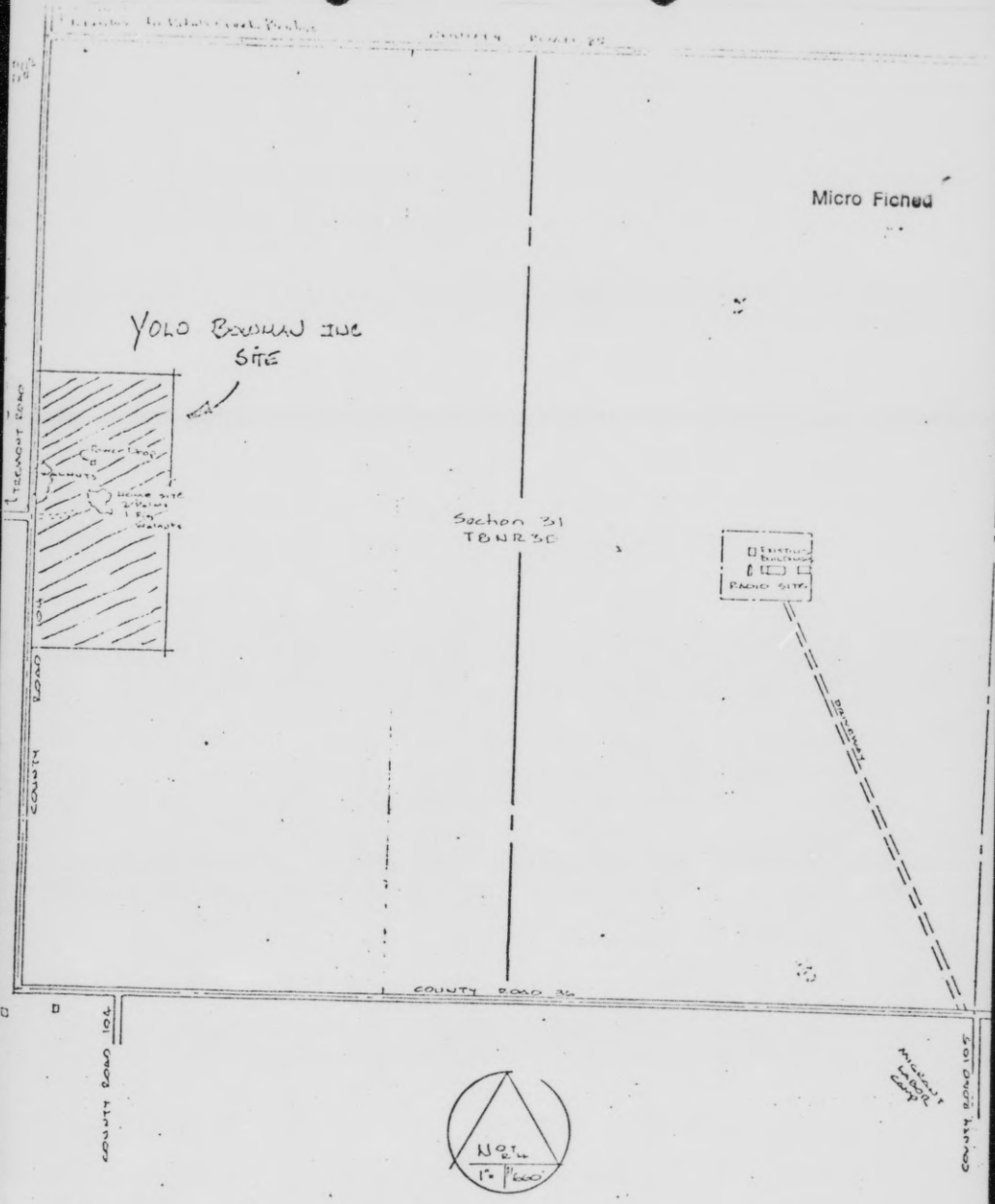


EXHIBIT "A"

RECEIVED
JUN 11
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUN 11 1976
LAURENCE P. HENIGAN, Clerk
By Deputy

AGREEMENT NO. 76-80

(Agreement Amending Agreement No. 75-312 to Provide Funds for SUICIDE PREVENTION OF DAVIS)

THIS AGREEMENT made and entered into this 25th day of May, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and PATRICIA ALLEN, as Coordinator and Director of the SUICIDE PREVENTION OF DAVIS, an unincorporated Association, hereinafter called CONTRACTOR,

Micro Fiched

W I T N E S S E T H

RECITALS:

1. The parties hereto wish to amend Agreement No. 75-312 to increase the rates of compensation for the services rendered by the CONTRACTOR.

AGREEMENT:

1. Paragraph 2, Section A, on page 1 of Agreement No. 75-312 is hereby amended to read as follows:

   2. Payment

      A. For said services, COUNTY shall pay to CONTRACTOR a total sum not to exceed One Thousand Six Hundred Dollars ($1,600).

2. All other provisions of said Agreement No. 75-312 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term hereof.

3. The term of this Amending Agreement shall be from the 16th day of April, 1976 until the 30th day of June, 1976.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political Subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAWRENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

SUICIDE PREVENTION OF DAVIS

BY _____
COORDINATOR AND DIRECTOR

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

Approved as to Form
County Counsel

RECEIVED
JUL - 7 1976
LAWRENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUL - 7 1976
LAWRENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 76-81

(Agreement Amending Agreement No. 75-284 Providing Certain Protective and Related Social Services)

THIS AGREEMENT made and entered into this 25th day of May, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo County Sheltered Workshop, Inc., a non-profit corporation, hereinafter called WORKSHOP.

W I T N E S S E T H

Micro Fiched

RECITALS:

1. The parties hereto wish to amend Agreement No. 75-284 to:
   a. increase the rate of compensation for services rendered by the WORKSHOP.
   b. to establish a rate of compensation for Social Adjustment and Activity Center.
   c. to confirm that costs of services rendered shall be adjusted to actual cost or maximum agreement amount, as defined in Paragraph 1, Section d below, (whichever is lower) at the end of the agreement year for the period of the agreement, July 1, 1975 through June 30, 1976.
   d. to confirm that the maximum dollar amount reimbursable under the terms of the agreement is Thirty-two Thousand Dollars ($32,000).

AGREEMENT:

1. Exhibit "B" as incorporated within Agreement No. 75-284 is hereby amended to read as follows:

* Fee Schedule

SERVICE	RATE
Work Evaluation	$14.00 per day
Work Adjustment	$14.00 per day
Work Experience	$14.00 per day
Work Activity Center	$14.00 per day
Social Adjustment and Activity Center	$10.00 per day

Fee schedule is estimated cost, and shall not be constructed as a Maximum Contract Rate.

3. Cost of Services rendered shall be adjusted to actual cost or maximum contract amount, as defined in Paragraph 1, Section 4 above, (whichever is lower) for the period of the contract year, July 1, 1975 through June 30, 1976.

Micro Fiched

3. The maximum dollar amount reimbursable under the terms of the contract is $32,000.

4. Costs for services rendered prior to this amendment shall be considered as reimbursable within the intent expressed in agreement paragraph number 2 herein.

5. All other provisions of said Agreement No. 75-[illegible] are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term thereof.

6. The term of this Amending Agreement shall be from the 8th day of March 1976, until the 30th day of June 1976.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN

ATTEST:
LAWRENCE E. HENIGAN, CLERK
BY _____
DEPUTY

(SEAL)

YOLO COUNTY SHELTERED WORKSHOP, INC., a non-profit corporation

BY _____
PRESIDENT

BY _____
Secretary

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

APPROVED AS TO FORM
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

BK
RECEIVED
JUN 1 0 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
JUN 10 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

AGREEMENT NO. 76-82

WORK STUDY AGREEMENT

THIS AGREEMENT entered into between University of the Pacific McGeorge School of Law, hereinafter known as the "Institution", and YOLO COUNTY PUBLIC DEFENDER, hereinafter known as the "Organization", a (public organization), (private non-profit organization), (strike one) for the purpose of providing work to students eligible to participate in the College Work-Study Program.

Micro Fiched

1. Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, will set forth brief descriptions of the work to be performed by students under this Agreement, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized. These schedules will also state the total length of time the project is expected to run, the total percent of student compensation that the Organization will pay to the Institution, and the total percent, if any, of the cost of employers' payroll contribution to be borne by the Organization. The Institution will inform the Organization of the maximum number of hours per week a student may work.

2. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization is aware that should a student be academically disqualified from school he or she would be ineligible for further work-study benefits and thus subject to dismissal. The Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, national origin, or sex, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (P.L. 92-318) and the Regulations of the Department of Health, Education, and Welfare which implement those Acts.

3. Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.

4. The Organization shall be deemed the employer for purposes of this Agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact.

Micro Fiched

5. Compensation of students for work performed on a project under this Agreement will be disbursed - and all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State social security laws, or under other applicable laws, will be made - by the Institution.

6. At such times as are agreed upon in writing, the Organization will pay to the Institution an amount calculated to cover the Organization's share of the compensation of students employed under this Agreement.

7. In addition to the payment specified in Paragraph (6) above, at such times as are agreed upon in writing, the Organization will pay, by way of reimbursement to the Institution, or in advance, an amount equal to any and all payments required to be made by the Institution under State or local workmen's compensation laws, or under Federal or State social security laws, or under any other applicable laws, on account of students participating in projects under this Agreement.

8. The parties agreed that the work performed by students shall be in the public interest and shall not:

a. Displace employed workers or impair existing contracts or services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

9. The Organization will furnish to the Institution for each payroll period time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students.

IN WITNESS WHEREOF, the parties executed this Agreement this 1st day of June, 19 76.

Micro Fiched

ORGANIZATION

By _____
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

INSTITUTION

By _____
Its Authorized Representative,
Dr. Nick A. LaPlaca,
Director of Placement

Approved as to Form
Dated 6-2-76
County Counsel of Yolo County
Deputy

Micro Fiche

DATE: June 1, 1976

SCHEDULE A

Number of students to be employed under this agreement: Three

STUDENT NAMES	Total hours each student is authorized to work for the period of agreement:	Average Number of student hours per week:*	Maximum number of hours student may work per week:*	Hourly rate of pay (may not be in excess of $3.50 per hour):
Steven Block	176	-40-	-40-	$3.50
Steven W. Secrest	176	-40-	-40-	$3.50
Dorothy Gabbard	176	-40-	-40-	$3.50

Period of Contract: June 1, 1976 TO June 30, 1976

*The Organization will allow no student to work for more than an average of twenty hours per week over a quarter, or other term used by the Institution in awarding units to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week during which a student is on vacation.

ORGANIZATION:

By _____
Its Authorized Representative
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

INSTITUTION:

By _____
Its Authorized Representative,
Dr. Nick A. LaPlaca
Director of Placement

DATE June 1, 1976

SCHEDULE B

Micro Fiched

Institution shall pay from its federal funds eight (80%) percent of the agreed student salary rate and it is understood and agreed that Organization will bear twenty (20%) percent of the total compensation to be paid to said students, together with any hourly amount in excess of the agreed student salary.

Organization will make payment of its twenty per cent (20%) share of the student salaries, plus any additional compensation on the following dates:

June 1976

July 1976

ORGANIZATION:

By _____
Its Authorized Representative

INSTITUTION:

By _____
Its Authorized Representative,
Dr. Nick A. LaPlaca
Director of Placement

Book

AGREEMENT NO. 76-83

FILED
JUN 25 1976
LAURENCE R. HENIGAN, Clerk
By Debra E. Conley, Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of May, 1976, by and between R. C. Collet, Inc.

Micro Fiched

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

County Road 31, Bridge No. 31-16.02

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

OFFICE COPY

The work to be done is shown upon a set of plans entitled County of Yolo, State of California.

County Road 31, Bridge No. 31-16.02

(Plan Index No. 31.69-31.78) (WO#4256)

Approved April 16, 1976 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be as specified in the special provisions and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1.	Clearing & Grubbing	Lump Sum	$4,238.00	$4,238.00
2.	Remove Existing Bridge	Lump Sum	5,000.00	5,000.00
3.	Roadway Excavation	471 C.Y.	6.40	3,014.40
4.	Imported Borrow	502 C.Y.	5.00	2,510.00
5.	Aggregate Subbase (Class 1)	275 Tons	3.50	962.50
6.	Aggregate Base (Class 2)	190 Tons	5.50	1,045.00
7.	Aggregate (Type B, Asphalt Concrete)	419 Tons	18.00	7,542.00
8.	Paving Asphalt (AR-4000)	21 Tons	18.00	378.00
9.	Type C Drainage Inlet	1 Each	750.00	750.00
10.	Type A Manhole	1 Each	1,000.00	1,000.00
11.	Furnish Concrete Piles (Cl. 45-1)	420 L.F.	4.25	1,785.00
12.	Drive Concrete Piles	12 Each	800.00	9,600.00
13.	Class A Concrete (84.9 C.Y.) (Major Structure)	Lump Sum	19,000.00	19,000.00
14.	Bar Reinforcing Steel (11,680 lbs) (Major Structure)	Lump Sum	2,300.00	2,300.00
15.	24" Corrugated Steel Pipe (0.109" Thick)	122 L.F.	18.00	2,196.00
16.	Sacked Concrete Slope Protection	68 C.Y.	115.00	7,820.00
17.	Metal Beam Guard Railing	106 L.F.	20.00	2,120.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy

(SEAL)

BY _____

P.O. Box 1069

Woodland, California 95695

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 244215 A .

BK

McNAUGHTON
BOOK SERVICE
A Division of Follett Corporation
WILLIAMSPORT, PA 17701

AGREEMENT NO. 76-84

Processed Books for Public and Recreational Libraries

First Class Mail to P.O. Drawer 926 • Parcels to 500 Arch Street • Phone 717/326-2461

May 19, 1976

Account No. 744096

FILED
JUN 1 - 1976
LAURENCE P. HORGAN, Clerk
By BARBARA A. ROGERS, Deputy

Micro Fiched

Miss Mary L. Stephens
Yolo County Librarian
Yolo County Library
535 Court Street
Woodland, CA 95695

Dear Miss Stephens:

This letter contains an amendment to your agreement with McNaughton Book Service. The terms of said agreement shall remain in force with the exception of the size of your basic collection and the quantity of books to be supplied on your monthly sustaining shipments.

To reflect the desired change in the size of your McNaughton Plan, the following paragraph is to replace the book quantities and price shown on the above referenced agreement.

> Beginning July 1, 1976, your library shall have a collection of 300 books, hereinafter called the permanent inventory. Sustaining shipments to average 30 books per month for a total cost of $184.44 per month.

Please sign and return one copy of this letter for our files. This amendment will not be effective until a signed copy is received.

Sincerely,

Jane Farrow

Mrs. Jane Farrow
Manager/Customer Service
McNaughton Division

JF/se

For: Davis Branch Library

DAVID L. BARTON

Signature

BK

Rescinded by M.O. 76-902

AGREEMENT NO. 76-85

(Amendment to Lease)

Micro Fiched

THIS AMENDMENT TO LEASE, made and entered into this 1st day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO SPORTSMAN'S ASSOCIATION, a non-profit corporation, hereinafter referred to as SPORTSMEN,

W I T N E S S E T H:

RECITALS:

1. On May 13, 1968, COUNTY and SPORTSMEN entered into a lease (Agreement No. 68-43) letting certain described premises to SPORTSMEN.

2. It is the desire of COUNTY and SPORTSMEN that a certain strip of land originally included in said lease should now be deleted therefrom.

AGREEMENTS:

1. Paragraph No. 1 of the above-mentioned lease is hereby amended to read as follows:

"1. DESCRIPTION.

COUNTY hereby leases to SPORTSMEN and SPORTSMEN hereby hires, on the terms and conditions hereinafter set forth, those certain premises situated in the County of Yolo, State of California, and more particularly described as follows:

A parcel of land being a portion of the Northwest one-quarter of Section 34 T. 9 N., R. 1 E., M.D.B & M., Yolo County, California, more fully described as follows:

BEGINNING at the Northeast corner of the said Northwest one-quarter of Section 34; THENCE along the North line of said Northwest one-quarter South 89° 47'25" West 1550.00 feet; thence South 00°06'06" West 825.00 feet; thence South 16°37'23" East 1042.47 feet; thence North 89°47'25" East 1,250 feet, more or less, to the East line of said Northwest one-quarter; thence Northerly along said East line to the Northeast corner of said Northwest one-quarter, the point of beginning.

EXCEPTING THEREFROM, the Westerly 60 feet of the herein described parcel from County Road 29, approximately 1500 feet in a Southerly direction, containing approximately 2 acres of land.

CONTAINING approximately 59.5 acres.

2. Except as hereinabove amended, the Agreement, dated May 13, 1968, by and between the parties hereto, is hereby ratified and confirmed.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California.

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

YOLO SPORTSMAN'S ASSOCIATION, a non-profit corporation

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

FILED

JUN- 1 1976

LAURENCE P. HERIGAN, Clerk

By Deputy

Agreement No. 76-86

Woodland, California

May 10, 1976

BESSIE H. GRIFFIN and JOHN H. GRIFFIN
Grantors

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 76-18 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Sections 1 and 2, Township 8 North, Range 1 West, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southwest corner of said Section 1; thence South 88° 46' 00" East 60.00 feet along the South line of Section 1; thence North 01° 14' 00" East 30.00 feet to the Northerly right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE North 88° 46' 00" West 700.00 feet along said Northerly right of way line of County Road No. 31; thence North 88° 56' 34" East 500.40 feet; thence South 88° 46' 00" East 105.00 feet along a line parallel with and 20.00 feet Northerly of the Northerly right of way line of County Road No. 31; thence South 01° 14' 00" West 6.00 feet; thence South 88° 46' 00" East 95.00 feet along a line parallel with and 16.00 feet Northerly of the Northerly right of way line of County Road No. 31; thence South 01° 14' 00" West 14.00 feet to the true point of beginning.

Containing 0.194 acres

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $360.00 for the property as conveyed by Grant Deed No. 76-18 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

This transaction will be handled through an escrow number 71152 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 31 Bridge, Work Order No. 4256) and prior to completion, the County will:

1. Install 62 L.F. of 24" C.S.P. between Engineers Station 25 + 00 and 25 + 62 left, to replace 62 L.F. existing pipe to be removed.

2. Construct Type A manhole at Engineers Station 26 + 85 left, at angle in existing drainage pipe.

III. Grantors hereby agree to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IV. County agrees to indemnify and hold Grantors harmless from any liability arising out of County's operations under this agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this agreement and County will, at its option, either

Micro Fiched

repair or pay for such damage and further agrees not to interfer with access to Grantor's reserved land, during the tomato harvest.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

DATED: May 10, 1976

Boise H. Griffin

John H. Griffin

Recommended for Approval

By Floyd H. Bowles

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

RECEIVED
JUN 21
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 76-87

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE VI

FILED
JUN 21
By Deborah E. Conley

Micro Fiched

Sub-Grantee Name City of Davis	
Address 226 'F' Street	Phone: (916) 756-3740
City Davis, CA 95616	Date of Modification May 10, 1976
Program Director Howard L. Reese, City Manager	

The Sub-Grant between the parties, Yolo County Agreement No. 75-210 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase of $ 2,350.00 .

2. The grant period originally starting on August 1, 1975 and ending on June 30, 1976 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	
Howard L. Reese, City Manager (Typed Name & Title of Authorized Officer)	DAVID L. BARTON, CHAIRMAN BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY ..... DEPUTY

(SEAL)

SY-52

Book

RECEIVED
JUN 28 '76
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76-88

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE II

JUN 28 1976
LAURENCE P. HENIGAN, County Clerk
By Debra E. Conley Deputy

Sub-Grantee Name

West Plainfield Fire Protection District

Address

Rt. 1, Box 2415

Micro-Fiched

City

Davis, CA 95616

Phone:

(916) 662-8871

Program Director

Fire Chief

Date of Modification

May 10, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-213 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase ~~decrease~~ of $ 30.00 .

2. The grant period originally starting on August 1, 1975 and ending on June 30, 1976 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

West Plainfield Fire Protection District
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

B. D. Arnold, District Business Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

SY-52

Book

RECEIVED
JUN
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76-89

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT
CETA TITLE VI

FILED
JUN 25 1976
LAURENCE P. HENIGAN
By Debra E. Corley

Sub-Grantee Name
University of California at Davis

Address
312 Mrak Hall

Micro Fiched

City
Davis, CA 95616

Phone:
(916) 752-6710

Program Director
Fred Bautista, Manpower Coordinator

Date of Modification
May 10, 1976

75-204

The Sub-Grant between the parties, Yolo County Agreement No. 76-35 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~increase~~ decrease of $ 20,000.00 .

2. The grant period originally starting on 8/1/75 and ending on 6/30/76 remains unchanged.

3. This modification is effective on the Date of Modification set forth above.

X _____
(Legal Name of Sub-Grantee)

_____
(Signature of Authorized Officer)

_____
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

_____

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

SY-52

STANDARD AGREEMENT — STATE OF CALIFORNIA

APPROVED BY THE ATTORNEY GENERAL

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER

Y. C. COUNTY AGREEMENT NO. 76-

THIS AGREEMENT, made and entered into this 1st day of June, 1976, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Asst. Chief, Financial Management Branch	Department of Health	75-54333

hereinafter called the State, and

COUNTY OF YOLO (Department of Health)

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Micro Fiched

The Contractor shall render performance under this agreement according to the terms and conditions set forth in attached Exhibits A(A), A(P), B and C (7 pages) which are made a part hereof and constitute the additional provisions of this agreement.

RECEIVED
SEP 24 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
SEP 24 1976
LAURENCE P. HENIGAN, Clerk
By Deputy

CHARLES R. MACK
COUNTY COUNSEL
BY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): on behalf of COUNTY OF YOLO (Department of Health)
BY (AUTHORIZED SIGNATURE): Samuel D. Yockey	BY (AUTHORIZED SIGNATURE): Carl F. Baxton
TITLE: Samual D. Yockey, Asst. Chief Financial Management Branch	PRINTED NAME AND TITLE OF PERSON SIGNING: Carl F. Baxton, Chairman, Board of Supervisors, COUNTY OF YOLO, STATE OF CALIFORNIA
(CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 10 Cottonwood St., Woodland, California 95695

Department of General Services Use ONLY

APPROVED
SEP 15 1976
BY
Asst. Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION ENCUMBERED (DESIGNATE CODE, SEC. NO.)			
$ 10,000.00	STATUTES OF ---	YEAR	CHAPTER	SECTION	ITEM
	---	---	---	FY 76-77	809-165-48-00

Public Health Federal Funds

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: W. E. Chatlin — DATE: 8.27.76

I hereby certify that all statements not specifically set forth in State Administrative Manual Section 1200 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER AUTHORIZED TO SIGN PURSUANT TO DELEGATION: Samuel D. Yockey — DATE: 8/27/76

3040-750 1-75 1731 GSP

1. The Contractor shall conduct an influenza immunization program in accordance with Contractor's application Exhibit C attached and made a part hereof by this reference.

   a. Establish before the next influenza season an integrated, comprehensive influenza immunization delivery system, utilizing the entire county's health care delivery system capable of immunizing 95% of the county's high risk population as detailed in attached Exhibit C.

   b. Conduct influenza immunization programs to reach 95% of the remaining susceptibles for whom immunization against influenza is not contraindicated, as outlined in attached Exhibit C.

   Micro Fiched

   c. Conduct influenza disease surveillance, vaccine reaction surveillance, outbreak control and information and education programs according to attached Exhibit C.

   d. Submit vaccine status and other statistical program reports to the State Department of Health as detailed in attached Exhibit C.

   e. Establish a vaccine storage, distribution and accounting system to insure proper utilization and accounting of all influenza vaccine as detailed in attached Exhibit C.

2. The period of this contract shall be from June 1, 1976 to May 31, 1977.

3. It is mutually agreed that this contract may be cancelled by either party upon thirty days written notice.

4. The attached Exhibit "A"(F) entitled Additional Provisions, is made a part hereof by this reference.

5. In consideration of the above services performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in triplicate, stating the time period covered and the contract number, for actual expenditures in accordance with the budget attached hereto, to: State of California, Department of Health, Immunization Unit, 2151 Berkeley Way, Berkeley, California 94704. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed $2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item to be reduced in order to increase the excess item, and provided further that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph seven (7) of this agreement.

6. Invoices shall be submitted no later than fifteen (15) working days after the end of each quarter, to expedite payment of same.

7. The total amount of this contract shall not exceed $

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH
ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

Micro Fiched

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Micro Fiched

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract).*"

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

Micro Fiched

(c) In the event that the State or any of its duly authorized representatives determines that its audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the State, such documentary evidence in support of transportation costs as may be required by the State or any of its duly authorized representatives.

(d) Except for documentary evidence delivered to the State pursuant to subparagraph (c) above, the Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this subcontract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this subcontract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(e) Except for documentary evidence delivered pursuant to paragraph (c) above, and the records described in subparagraph (d) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

Micro Fiched

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination against the intended beneficiaries of funds monitored by the State because of race, color, national origin, creed, or sex will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Only Applicable to Hospitals

Micro Fiched

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(21) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT B

STATE OF CALIFORNIA DEPARTMENT OF HEALTH

INFECTIOUS DISEASE SECTION
Immunization Unit

APPLICATION FOR INDIVIDUAL PROJECT SUBVENTION

1. County of Yolo
Applicant Agency

Public Health Department
Organizational Unit

10 Cottonwood Street
Street Address - P. O. Box

Woodland Yolo 95695
City County Zip Code

2. Director of Project:

Name B. Otis Cobb, M.D.

Title Public Health Director

Degree M.D.

3. Budget Period:

From: July 1976 To: Dec. 1976

4. Type of Application:

[X] New [ ] Renewal [ ] Continuation

[ ] Supplement [ ] Revision

5. Amount Requested:

$ 10,000.00

6. Financial Management Official:

Name John C. Dyer

Title Administrative Service Officer I

Address 10 Cottonwood St., Woodland 95695

Phone (916) 666-8414

APPLICATION FOR IMMUNIZATION PROJECT SUBVENTION

Applicant: Yolo County Health Department

Budget Period -
From: _____ To: _____

DETAILED BUDGET FOR THIS PROJECT

	Monthly or Hourly Salary Rate	Annual Salary Rate	No. of Mos. Budgeted	% of Time	Total Amount Required	Source of Funds: Applicant and Other	Source of Funds: Required from Calif.
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
I. Personnel Services							
A. Full-time Personnel							
B. Part-time or Fee for Service Personnel							
Pt. time 2 Immunization Nurses	5.65		2	100%	$5,424		
C. Fringe Benefits							
Rate ____%							
CATEGORY TOTAL	$	$			$5,424	$	$

Micro Fiched

Applicant: Yolo County Health Department

DETAILED BUDGET FOR THIS PROJECT

Category	Total Amount Required (1)	Source of Funds: Applicant & Other (2)	Source of Funds: Req. from Cal.
II. Other			
A. Supplies			
1. Office			
Misc. office	$ 408		
2. Clinic (see attached list)	5,856		
B. Equipment (jet injectors)			
C. Vaccine storage and shipping			
D. Health Education & Printing Adv. $864, Print. & paper $358	1,222		
E. Laboratory supplies			
F. Sales tax @.06	429		
CATEGORY TOTAL	$	$	$
III. Travel			
A. In-State			
2 nurses	360		
B. Out-of-State			
CATEGORY TOTAL	$ 13,699	$ 3,699 (applicant)	$ 10,000
TOTAL BUDGET	$	$	$

Micro Fiched

IV. Vaccine (in lieu of cash)	Section A Vial Size: Singles	10's	30's	Section B: Number of Doses
A. Polio	//////////		//////////	
B. Measles				
C. Rubella				
D. Measles-Rubella Combined				
E. Measles-Mumps-Rubella Combined				
F. Mumps				

ITEMIZED LIST
CLINIC SUPPLIES

1.	Syringes & needles	55,582 @ $8.01/100	$ 4,452.00
2.	Cotton balls	87,582 @ $8.20/4000	179.00
3.	Acetone	16 gals. @ $4.00/gal.	64.00
4.	Band Aids	21,897 @ $1.54/100	337.00
5.	Coolers	24 @ $6.00/ea.	144.00
6.	Emergency Kits	3 @ $25.00/ea.	75.00
7.	Alcohol	27 gals. @ $3.00/gal.	81.00
8.	Plano Boxes	4 @ $50.00/ea.	200.00
9.	Rental of 4 Portable Oxygen tanks and misc. equipment		108.00
		TOTAL	$ 5,856.00

Micro Fiched

EXHIBIT C

APPLICATION FOR IMMUNIZATION PROJECT CONVENTION

SHORT SUMMARY OF PROJECT (Not to exceed 200 words)

This project will establish before the next influenza season an integrated, comprehensive immunization delivery system, utilizing the entire county health care delivery system, capable of making appropriate influenza immunization available to every person for whom it is not contraindicated.

Micro Fiched

I. BACKGROUND AND NEED (Use Additional Sheets as Needed)

A. Organizational Structure of Applicant Agency

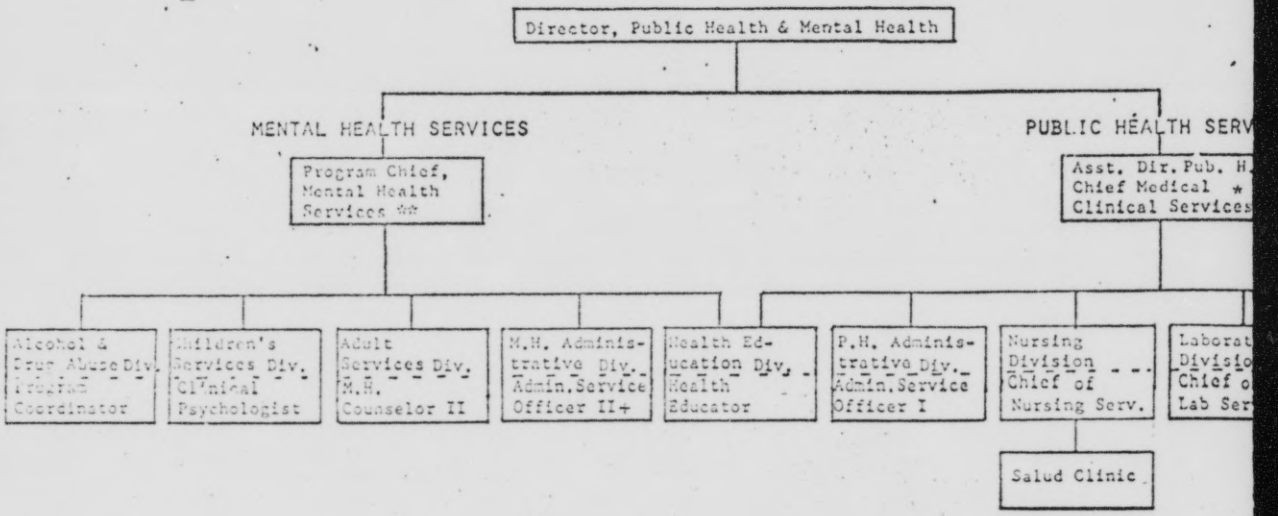
(See attached)

Micro Fiched

B. Population Profile of Applicant's County or Service Area (Including demographic data of population by age groupings. Aggregates of populations in industry, schools and other organized settings and facilities and resources which are or will be available to implement the program).

Micro Filmed

ORGANIZATION CHART - YOLO COUNTY DEPARTMENT OF HEALTH


Director, Public Health & Mental Health
MENTAL HEALTH SERVICES
PUBLIC HEALTH SERV
Program Chief, Mental Health Services **
Asst. Dir. Pub. H.
Chief Medical *
Clinical Services
Alcohol & Drug Abuse Div. Program Coordinator
Children's Services Div. Clinical Psychologist
Adult Services Div. M.H. Counselor II
M.H. Administrative Div. Admin. Service Officer II +
Health Education Div. Health Educator
P.H. Administrative Div. Admin. Service Officer I
Nursing Division Chief of Nursing Serv.
Laborat
Divisio
Chief o
Lab Ser
Salud Clinic

* Administrative Responsibility for Public Health Section in Absence of Director
**Administrative Responsibility for Mental Health Section in Absence of Director
\+ Management activities that are common to both M.H.S. & P.H.S.

YCMD 3/76

II. OBJECTIVES

A. Immunization Programs

Establish, before the next influenza season, an integrated, comprehensive influenza immunization delivery system, utilizing the entire county's health care delivery system capable of immunizing 95% of the county's population for whom it is not contraindicated.

Micro Fiched

B. Intensified Surveillance for Influenza

1. Monitors the possible appearance of sparadic cases and "seeding" of swine influenza virus or other influenza virus types in the county during the summer and fall months preceding the usual influenza season.

2. Assist the State laboratory in determining the specific causative viruses, whether influenza or other viral agents, of representative cases of influenza-like acute respiratory disease in the county during the summer and early fall preceding immunization and in immunized and unimmunized persons during and after the immunization campaign, to assess vaccine effectiveness.

III. ACTIVITIES PROPOSED (A short statement of the activity proposed to reach each Objective)

To make the recommended influenza immunizations available to all our citizens, the county health department will plan and conduct a two-phased program. The first phase will be for our high risk population, who will receive a bivalent vaccine. The second phase of this program will be for the remaining susceptibles using the monovalent swine influenza vaccine.

Program activities will be common to both groups our activities will include.

A. Community-Wide Immunization Programs

1. General community aid programs such as "Flu Sunday"

Micro Fiched

2. School-based programs

3. Nursing homes and hospital programs

4. Industrial and employee group programs

5. Health department walk-in programs

B. Pre-Paid Medical Care Programs

Immunization will be offered through all prepaid medical programs.

C. Private Physicians Immunization Programs

The county will provide influenza vaccines to all private physicians in the county, at no charge, for their patients.

D. Other Activities to Reach Our Population Will Include:

1. Formation of coordinating committees

2. Utilization of volunteers and other community resources

3. Coordination of this program with other ongoing immunization programs

4. Conducting professional education programs

5. Conducting public awareness programs

6. Conducting training programs for staff and volunteers

7. Establish a system for vaccine storage handling and shipping

8. Establish a system to assess vaccine utilization

9. Monitor influenza disease and vaccine reations

10. Insure that all patients are informed of the risk/benefits of the vaccine.

IV. METHOD OF OPERATION

A. Utilization of Coordinating Committee

The county in early June, will establish a Coordinating Committee to assist in the implementation of the various components of the program directed at both the general public and health care providers and to establish a working relationship with voluntary organizations, civic groups and professional associations within the county.

B. Participation by Private Medicine

Micro Fiched

The Immunization Coordinator will work with the County Medical Association and individual private physicians to recruit volunteers to assist with the mass community-wide influenza immunization programs as well as school and industrial-based programs. Additionally, the county will incorporate the State's system for insuring that all private physicians are provided influenza vaccine at no cost for use among their patients and that the vaccine distribution system to the private physician will include the State's system to insure proper reporting and certification of usage by the private physician.

C. Utilization of Other Health Care Providers

Throughout the project period the county health department will furnish all other health care providers with sufficient vaccine at no cost, to immunize their patients. The vaccine accountability system developed by the State will be used to insure an audit trail of vaccine.

D. Conducting Public and Professional Awareness Campaigns

Beginning in early June, the county will conduct an intensive public awareness campaign including press releases, public service spot announcements and other appropriate means to make the entire county population aware of the need for and availability of the influenza immunization program.

E. Training Staff and Volunteers

With assistance and guidance from the State Immunization Assistance Unit, training programs will be conducted for all volunteer staffs at least two weeks prior to the conduct of any community-wide, school or industrial-based immunization program.

F. Vaccine Storage, Delivery and Accountability

The county health department will arrange for adequate cold storage to insure protection of all influenza vaccines sent by the State Health Department. This operation may involve the renting of outside cold storage facilities but will not involve the purchase of refrigeration equipment.

Additionally, the county health department will follow the system provided by the State Health Department for distribution and accountability of all influenza vaccines provided by the county to private physicians and all other health care providers.

G. Immunization Programs for High Risk Groups

Beginning in mid-July the county health department in cooperation with volunteer groups and private physicians will conduct special immunization programs for high risk patients, including programs for nursing homes, hospitals, senior citizen groups and community programs. During this phase of the immunization program use of the bivalent vaccine will be restricted to high risk patients described by the State Health Department guidelines.

H. Immunization Programs for Remaining Susceptibles

Micro Fiched

Beginning in September, on receipt of the monovalent influenza vaccine, the county health department will, in cooperation with all other county health care providers and volunteers, conduct programs to immunize all remaining susceptibles.

I. Assessment of Vaccine Utilization

The county health department will maintain a record, by age, by vaccine type and by type of facility for all vaccine utilized throughout the project period. These data will be provided to the State Health Department in the manner and form and timing requested by the State Immunization Assistance Program.

J. Surveillance Vaccine Reactions

The county health department will provide each person receiving an influenza immunization from any source other than their private physician with an "After Care Notice" which will describe the usual expected post-vaccine reactions with instructions to contact the source of immunization of the individual reaction exceeds these expectations.

The source providing the immunizations will report these excess reactions to the county health department who will take appropriate corrective measures.

K. Informal Consent

For all public immunization programs the county health department will incorporate the risk benefit data supplied by the State Health Department on all "Sign-in Roster Sheets". The county will utilize permission forms supplied by the State for all school immunization programs. Additionally, the risk benefit statement will be included, insofar as possible, on all publicity material prepared by the county and will provide this risk benefit data to the private physician and other providers for use with their patients.

L. Reports

The county health department will provide the State Health Department with vaccine usage reports and provide other reports in the form and time requested by the State Immunization Unit.

2-8-77

YOLO COUNTY AGREEMENT NO. 76-91

THIRD DRAFT 3/23/76
BOLD FACE - Communication JPA
ITALICS - New material

amended by Mo. 77-193 & SUPERSEDED BY Agreement No. 77-[illegible]47

A JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF PROVIDING FOR THE IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN *EMERGENCY MEDICAL SERVICE SYSTEM* IN THE COUNTIES OF EL DORADO, NEVADA, PLACER, SACRAMENTO, SIERRA, *SUTTER*, YOLO AND *YUBA*, STATE OF CALIFORNIA

Micro Fiched

THIS AGREEMENT, dated the 9th day of June, 1976, by and between:

COUNTY OF EL DORADO
State of California

COUNTY OF NEVADA
State of California

COUNTY OF PLACER
State of California

COUNTY OF SACRAMENTO
State of California

COUNTY OF SIERRA
State of California

COUNTY OF YOLO
State of California

COUNTY OF SUTTER
State of California

COUNTY OF YUBA
State of California

RECITALS:

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need as defined under *the Emergency Medical Services Act (PL 93-154)* and the Highway Safety Act (Section 402(c) of Public Law 89-564 as amended by Public Law 91-605), to improve the Emergency Medical Services *including* Communications, and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to create and participate in the Joint Powers Agency hereinafter established;

NOW, THEREFORE, in consideration of the mutual promises, cove-

nants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to accomplish a unified action by county governments in developing solutions to multi-county *emergency medical problems* by implementing, operating and managing an *emergency medical services system* by and through a Joint Powers Agency which, among other things, may receive federal grants; and provide, *by working through and with the member counties, the* necessary on-going management of the *Emergency Medical Services System* for maximum utilization of equipment, facilities and services.

ARTICLE II

TERM

Micro Fiched

A. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. Any county that is a party to this Agreement may withdraw therefrom by written notice of its intention to withdraw at least eight (8) months prior to the end of the fiscal year in which such notice is given.

If, at any time after the effective date of this Agreement, more than six of eight of the counties that are parties to this Agreement have withdrawn, this Agreement shall terminate.

B. Upon termination of this Agreement, any money or assets, except funded equipment in possession of the Council for use under this Agreement, after payment of all liabilities, cost expenses and charges incurred under this Agreement shall be returned to the

counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor agency.

ARTICLE III

EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

Micro Fiched

A. Council

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Care Coordinating Council, herein referred to as "Council" which agency for the purpose specified in this agreement shall be as an entity separate from the parties to this agreement.

B. Board of Directors

The Council shall be governed by a Board of Directors herein referred to as "Board" composed of *eight (8)* voting members selected as follows:

1. One (1) member of the Board of Supervisors of each County which is a party hereto.

2. Each appointing authority may make provision for the appointment of an alternate *supervisor* as it deems necessary. Such alternate may vote in the place of an absent voting member if so authorized by the appointing authority. Each member shall have an equal vote.

3. The Administrator of the Sacramento County Health Agency and the Chairman of each member's emergency medical care committee shall be non-voting, ex-officio members.

4. The Council may employ an Administrative Director and fix his salary. He shall serve at the pleasure of the Board of Director

5. The Board of Directors of the Council shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each party hereto.

Micro Fiched

6. The Administrative Director of the Council shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each County.

7. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time, provided that the affirmative vote of the majority of its members present and voting at the meeting called upon adequate notice to all its members and at which a quorum is in attendance shall be required for the approval of any resolution as to which action of the Board is required.

8. Any vacancy of a regular member shall be filled by the Board of Supervisors of the County which made the appointment of the member. Any person appointed to fill a vacancy shall serve for the unexpired term of the member being replaced.

9. Members of the Board shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred when on official duty for the Council. No member of the

Board may be compensated for any service to the Council except as provided in this section.

C. Advisory Committee

The Joint Powers Board shall prescribe the membership and appoint the members of a Regional Emergency Medical Care Advisory Committee. The purpose of this committee shall be to:

Micro Fiched

1. Review, comment, and evaluate the plans for the area's emergency medical services system.

2. Advise the administrative agency when established, on general and technical matters pertaining to emergency medical services, including the establishment of administrative and coordinative arrangements necessary for an effective delivery system in its area.

3. Review, evaluate, and make recommendations at least annually concerning the emergency medical serfices activities in its area of health and public service personnel, medical transport services, health facilities, and communications systems.

4. Advise upon the allocation of resources on the basis of public need, convenience, and necessity.

Membership shall be broadly representative of the various interests involved in emergency medical services delivery, including local government, health care providers and professional organizations, medical transport services, public safety agencies and the general or financial interest in the provision of health care and shall be selected so as to broadly represent the socio-economic and geographic characteristics of the region.

D. Fiscal Agent Management

The County of Sacramento is designated as ~~the Fiscal Agent~~ Treasurer and Auditor by each member county to act on behalf of the Council and to be responsible for all fiscal management under the terms of this agreement. Said county shall be entitled to receive "project indirect costs" in accordance with the funding procedures of the Office of Traffic Safety of the State of California and the Department of Health, Education and Welfare for acting as ~~fiscal agent~~ treasurer and auditor.

Micro Fiched

E. Contracts

In order to achieve the purpose of this agreement, the Council may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Council may extend beyond the term of this agreement and any renewals thereof.

F. Liability

No expenses shall be incurred in excess of available funds for the establishment and operation of the Council established pursuant to the Joint Exercise of Powers Act without prior written approval of the *eight (8)* member counties. Such approved expenses shall be borne by the members on a pro-rata basis based on population as estimated by the Department of Finance of the State of California. Expenses incurred shall not include travel expenses or per diem allowances for county members. Said expenses or allowances shall be borne by each county. The Council shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Council. The Council shall cover all employees with Workmen's Compensation Insurance.

G. Grants

The Council may, with member *county* approval ~~and through its fiscal agent~~ apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Council as stated herein. The council may earn and expend income for activities undertaken for its purpose.

Micro Fiched

H. Rules

The Board of Directors of the Council shall adopt rules for the ~~government~~ governing of the Council and for the conducting of the business of the Board. Such rules shall provide for regular meetings of the Board of Directors at a date and time certain, and shall make provision for an annual independent audit. Such rules shall also provide for *the operation of Council Programs including* the compensation and privileges of the employees of the Council, including control of travel and travel expenses at rates equal to the rates of the State of California. Such rules shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Council, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Council. The ~~Council~~ *Board of Directors* shall elect a ~~Chairman~~ *Chairperson* and Vice ~~Chairman~~ *Chairperson* to serve for one year and shall also appoint a Secretary who need not be a member of the ~~Council~~ *Board*.

ARTICLE IV

EMERGENCY MEDICAL COORDINATING RADIO SYSTEM

A. Licensing

The Emergency Medical Service Communications Sub-System shall be licensed on suitable special emergency radio frequencies in accordance with Section 89.503 of the Rules and Regulations of the Federal

1. The Council shall be the licensee of the radio equipment utilized as part of this EMS Communications System, except as follows:

a. VHF Special Emergency Base Stations installed in hospitals.

Micro Fiched

b. Non-UHF base and mobile radios utilized by public or private ambulance services.

c. Paging base stations utilized by hospitals.

2. Each member county agrees that this radio system shall be operated only in accordance with Federal Communications Commission Rules and Regulations pertaining to medical communications and further subject to only those purposes permitted by the Council.

3. Each member county agrees that the operation of all such radio equipment by its personnel shall at all times, be subject to control of the Council and that the Council shall have unrestricted access to such radio equipment.

4. The Council shall not authorize or permit the use of such radio system for any non-medical purpose.

B. Equipment

The Council shall, prior to distributing any radio equipment to any ambulance operator, hospital or other medical institution, obtain and keep on file with its Federal Communications Commission Records and with the County wherein the equipment is to be located, an agreement between the Council and said ambulance operator, hospital or other medical institution relating to radio licensing, operation, licensee control, equipment ownership and user liability.

ARTICLE V

RADIO EQUIPMENT

A. All radio equipment supplied by funding from the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare or any other appropriate source for the Emergency Medical Communications Sub-System shall become the property of each member county in which it is installed and may only be utilized for the purposes for which intended under the terms of the funding grant. ~~The Mobile Relay Station located on Mt. View is the responsibility of the County of Sacramento, and the Mobile Relay Station at South Lake Tahoe is the responsibility of the County of El Dorado.~~

B. Each member county becomes responsible for replacement when necessary of said radio equipment operated within its county except as provided by separate agreements with each ambulance operator or hospital.

Micro Fiched

ARTICLE VI

MEMBER COUNTY ADDITIONAL RESPONSIBILITIES

A. The following responsibilities for proper operation of the Emergency Medical Communications Sub-System shall be assumed by the member counties ~~at their sole cost~~, less any operations or maintenance funding that may be provided by the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare, or other sources.

1. The installation, maintenance and repair of all mobile radios installed in ambulances within their county.

2. The maintenance and repair of all mobile relay stations assigned to each county, together with any costs for radio

vault lease, power, emergency generator, etc., as required.

3. The maintenance and repair of all base and control stations and EMRCC equipment within each county, together with the associated remote control.

Micro Fiched

4. The maintenance and repair of all base stations and associated consoles installed in each hospital.

5. All such radio equipment shall be maintained to a level designated by the Council.

B. Each member county shall supply a copy of all radio service work orders showing all installation, maintenance and repair work performed on all radio equipment under its service control. Where applicable, such service work orders shall contain sufficient information to insure that applicable FCC Rules and Regulations have been met.

ARTICLE VII

WITHDRAWAL

A. The County withdrawing in accordance with Article II of this Agreement, agrees to continue to operate any radio station serving in whole or in part, any other member county retaining membership in the agreement until said radio equipment can be transferred to the adjacent county responsibility and arrangements made for its continued operation but continued operation by a terminating county shall not be required more than one hundred eighty (180) days after the date of termination.

B. *Any assets or property contributed to the Council by the withdrawing county shall be returned to the withdrawing county without*

~~goods or property in part of an area with medical care facilities within other counties. A withdrawing county shall have the duty to provide continued operation of area wide emergency medical care facilities serving other counties within its boundary provided that the cost of the continued operation of such system is not borne by the withdrawing county.~~ The Board of Directors may permit a withdrawing county to re emergency medical care equipment on its withdrawal if the Board determines that such equipment is needed for the medical care of residents of the withdrawing county. For situations arising that are not covered by the above guidelines, the withdrawing county and the Board of Directors of the Council may enter into a contract settling the terms and condition of withdrawal. A withdrawing county shall not be entitled to any further distribution of property or assets upon termination of the Council.

ARTICLE VIII

Micro Fiched

FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

ARTICLE IX

CLAIMS

All claims against the Council including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of the Council and established by the Board of ~~the Council~~ Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. ~~The Board of the Council~~

~~11 of said Part 4 of the Government Code.~~ The Board of the Council Directors shall adopt a regulation requiring that all claims s[illegible] o filed.

Micro Fiched

ARTICLE X

ALLOWANCE OF CLAIMS BY AUDITOR -CONTROLLER

A. The Auditor-Controller of Council shall audit and allow or reject claims ~~in lieu of, and with the same effect as allowance or rejection by~~ based on the budget and with the prior approval of the Board of ~~the Council~~ Directors in any of the following cases:

1) Expenditures which have been authorized by purchase orders issued by an officer of the Council ~~thereto by~~ authorized and approved by ~~said governing body to make~~ purchases the Board of Directors to make such purchases,

2) Expenditures which have been authorized by contract, resolution or order of the Board of ~~the Council~~ Directors acting within the scope of its authority.

B. The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorization of the Board.

ARTICLE XI

AMENDMENTS

A. This agreement supercedes the agreement entered into on the 1st day of November, 1975.

B. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

Micro Fiched

COUNTY OF EL DORADO

Chairman Date of Approval
Board of Supervisors

COUNTY OF NEVADA

Chairman Date of Approval
Board of Supervisors

COUNTY OF PLACER

Chairman Date of Approval
Board of Supervisors

COUNTY OF SACRAMENTO

Chairman Date of Approval
Board of Supervisors

COUNTY OF SIERRA

Chairman Date of Approval
Board of Supervisors

COUNTY OF SUTTER

Chairman Date of Approval
Board of Supervisors

COUNTY OF YOLO

Chairman Date of Approval
Board of Supervisors

COUNTY OF YUBA

Chairman Date of Approval
Board of Supervisors

FILED
JUN - 9 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76- 92

Agreement for Janitorial Services for the County of Yolo Branch Library - Arthur F. Turner Branch - located at 1212 Merkley Avenue, West Sacramento, CA.)

Micro Fiched

THIS AGREEMENT made and entered into this 9th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, DBA, RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, CA. 95691, hereinafter called CONTRACTOR.

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interior of the new County of Yolo Branch Library (Arthur F. Turner branch) located at 1212 Merkley Avenue, West Sacramento, CA. 95691, and the exterior areas adjacent to the building as noted below:

A. Services shall include:

1. DAILY (Six days a week)

a. Empty all waste baskets, trash receptacles and ash trays.

b. Damp wipe all ash trays.

c. Dust desks, including circulation desk, desk equipment, chairs, office machines, filing cabinets, book shelves and books, window sills and ledges, chair rails, base trim, all flat surfaces, public telephone, etc.

d. Empty all pencil sharpeners.

e. Sweep and dust mop all uncarpeted floor areas, including store rooms.

f. Clean, disinfect, and polish wash basins, toilet bowls, urinals, and fixtures in rest rooms. Wash toilet seats and lids.

g. Fill towel, soap, toilet seat covers, and other

dispensers(supplies furnished by COUNTY).

h. Sweep and damp mop foyer.

i. Damp mop rest room floors.

j. Clean entrance door glass and glass in two display cases.

k. Clean drinking fountains and sinks.

Micro Fiched

l. Spot wipe doors and walls, as required, to maintain cleanliness.

m. Vacuum all carpeted areas as needed.

n. Remove all accumulated trash to outside refuse collection area.

o. Maintain porch areas in neat and clean condition - sweep or hose, pick up trash and paper.

2. WEEKLY

a. Spot clean carpeted areas as necessary.

b. Vacuum fabric covered furniture. Wipe vinyl chairs with damp cloth.

c. Wet mop restrooms and foyer.

d. Dust vertical surfaces of desks, circulation desks, chairs, cabinets, etc.

e. Damp wipe inside of wast baskets and trash receptacles - wash and dry, if necessary.

3. MONTHLY.

a. Wash all windows (except high ones) inside and out, sills and casings included.

b. High dust all walls and moldings.

c. Damp wash woodwork frames and trim.

d. Remove and clean fluorescent light fixtures.

e. Hose down walks with pressure nozzle.

4. ANNUAL.

a. Steam clean all carpeted areas - move all furniture except book shelves and circulation desk.

b. Clean chandeliers.

c. Vacuum high air grills and wood trusses.

d. Vacuum Roman shades.

e. Wash high windows.

Micro Fiched

B. The period of the contract shall be from July 1, 1976 through June 30, 1977, and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or the CONTRACTOR during the thirty (30) day period preceeding the expiration date of subject contract.

C. Cleaning services shall be performed six days each week except for weekly official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period the contract may be revoked upon 15 day written notification to CONTRACTOR.

E. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, phone 666-8203 that such services are to be accomplished.

F. Unusual occurrences or problems, unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. will be reported to the Department Head specified above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR's employees shall not use telephones, disturb papers on desks, in cabinets or in drawers, and shall not tamper with personal property.

Micro Fiched

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks, except those items of supply specified herein which are to be provided by COUNTY.

J. COUNTY shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify and defend and save COUNTY harmless, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be inuured or damaged by CONTRACTOR in the performance of this contract.

M. LIABILITY INSURANCE. CONTRACTOR agrees to, at his own expense, keep and maintain in full force and effect a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services, or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer.

The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

Micro Fiched

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay the sum of FOUR HUNDRED FORTY EIGHT DOLLARS ($448.00) per month.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

RELIABLE MAINTENANCE

BY _____
OTTO H. SPRINK

BK

YOLO COUNTY AGREEMENT NO. 76-93

FILED
AUG 3 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Corley Deputy

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

Contract No. 153

THIS AGREEMENT, made and entered into this 9th day of June, 1976, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any County of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

Micro Fiched

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

(a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

(b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

FILED
DEC 10 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

(c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

Micro Fiched

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $1,230 per month for each case studied, or for periods of less than a full month, County agrees to pay State 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred. County shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

Micro Fiched

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

DGS Approval not Required
Per SAM Section 1206
DYA Appd. 7-1-76

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

7. The period of this Agreement is from July 1,1976 to June 30, 1977, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

8. Contractor agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

Approved as to Form
Dated 6-14-76
Deputy County Counsel of Yolo County

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

STATE OF CALIFORNIA
Department of the Youth Authority

By _____

Title Deputy Director
Management Services Branch

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS

Title COUNTY OF YOLO, STATE OF CALIFORNIA

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

Book

FILED

JUN - 1976

LAURENCE K. [illegible], Clerk
By Barbara A. Rodgers Deputy

YOLO COUNTY AGREEMENT NO. 76-9

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of June, 1976, by and between

Spangler Construction

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Addition No. 1 for Yolo County Jail and Sheriffs' Office Building in Woodland, CA 95695

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Addition No. 1 for Yolo County Jail and Sheriff's Office Building

(Plan Index No. 160.06-I) (W.O. # NA)

Approved May 4, 1976 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of processing approvals, submittals, material orders, etc., to be within ten (10) working days after the Contract Filing date; and hereby fixes the time for commencement of demolition work in security areas to be no earlier than thirty (30) working days and no later than sixty (60) working days after the Contract Filing date, the actual date shall depend on Contractor's providing ample evidence of his ability to diligently prosecute the work to completion without interruption due to delays in shipment of materials; and to complete the work within sixty (60) working days next after the start of the demolition work in the security areas; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Complete Project	L.S.	$154,900	$154,900
			$154,900	$154,900

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

(County Counsel)

Deputy

ATTEST:

Laurence P. Hanigan, Clerk

By Barbara A. Rodgers, Deputy

COUNTY OF YOLO

BY

Chairman of the Board of Supervisors

BY Harlis M. Spangler

1321 43 Avenue

Sacramento, California 95822

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 125401.

AGREEMENT NO. 76-95

SUBDIVISION IMPROVEMENT AGREEMENT

FILED
JUN 1 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Subdivision No. 2478
Unit No. 2

(Continental Port Industrial Park)

Micro Fiched

THIS AGREEMENT is made and entered into on this 9th day of June, 1976, by and between PORT SACRAMENTO LAND COMPANY, a Delaware corporation, dba CONTINENTAL PORT INDUSTRIAL PARK

hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2478, Unit No. 2, and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2478, Unit No. 2, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, and driveway aprons, asphalt paving and base, water supply and distribution systems, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That Subdivider will maintain as directed by the County the all weather emergency services access road constructed pursuant to Article 1 of this Agreement until such time as the road is permanently constructed and accepted for maintenance by County.

3. That the Subdivider shall obtain and file with the County five good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, exclusive of the costs of the water supply system, to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, exclusive of the costs of the water supply system, to guarantee payments to contractors, laborers, and materialmen.

(3) Not less than fifty percent (50%) of the estimated costs to construct the water supply system as presented in the Ralph M. Parsons Engineering Report dated May 28, 1976 to guarantee faithful performance.

(4) Not less than fifty percent (50%) of the estimated costs to construct the water supply system as presented in the Ralph M. Parsons Engineering Report dated May 28, 1976 guarantee payments to contractors, laborers and materialmen.

(5) Not less than ten thousand dollars ($10,000) to guarantee maintenance of the all weather emergency services road connecting Continental Boulevard with Industrial Boulevard, said security to expire at such time as County accepts said road for maintenance.

4. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $56,771.00 for said purpose.

6. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2478, Unit No. 2.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

Micro Fiched

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

9. That the completion of the development of said Subdivision No. 2478, Unit No. 2, shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. Subdivider shall cause any portion of Subdivision No. 2478 not presently included within the boundaries of West Sacramento Sanitary District to be included within the boundaries of this District or any successor thereto and shall cause said portion of Subdivision No. 2478 to be included within the boundaries of any zone initially created within any such successor to West Sacramento Sanitary District for the construction, maintenance and operation of improvements and the furnishing of sanitation services for the area now comprising West Sacramento Sanitary District. In addition, Subdivider agrees and covenants to County that any annexation fees imposed by the West Sacramento Sanitary District or inclusion in said zone shall be paid thereto in accordance with the Agreement therefore reached by and between the Subdivider and West Sacramento Sanitary District and that the payment of said annexation or inclusion fees shall be secured by the improvement securities provided for herein. Said securities shall remain in full force and effect as required to secure payment of said annexation or inclusion fees.

14. It is mutually understood and agreed that all the terms and conditions of Agreement No. 76-51, Subdivision Improvement Agreement for Subdivision No. 2478, Unit No. 1 are hereby superceded, and are replaced by the terms and conditions contained herein.

Micro Fiched

15. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $850.00 guaranteeing payment of the cost of setting monuments of survey.

16. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 10 of this Agreement.

17. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

18. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

19. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS

PORT SACRAMENTO LAND COMPANY

By Merland R. Chase, President

By L. Gaden Roach, Secretary

(Seal)

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By _____ Deputy

Micro Fiched

Recommended for Approval to the
Board of Supervisors of the
County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

6-14-76

AGREEMENT NO. 76 - 96

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

RECEIVED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

CETA TITLE II

Sub-Grantee Name Legal Aid Society of Sacramento	JUL - 1 1976 LAURENCE P. HENIGAN, Clerk By Barbara Rodgers
Address 517 Second Street	
City Woodland, CA 95695	Phone: 662-1065
Program Director Donald A. Griesmann, Executive Director	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-320 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Xxxxxxx~~ of $ 1,760 .

2. The grant period orginally starting on 10/15/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

   Micro Fiched

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Legal Aid Society of Sacramento County (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
Donald A. Griesmann (Signature of Authorized Officer)	David L. Barton
Donald A. Griesmann, Executive Director (Typed Name & Title of Authorized Officer)	DAVID L. BARTON, CHAIRMAN BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Donna C. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

LEGAL AID SOCIETY OF SACRAMENTO

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Legal Stenographer	$ 2,340
One		
	TOTAL	2,340
Projected Unencumbered Balance @ June 30, 1976		580
	Increase this Modification	$ 1,760

Micro Filmed

AGREEMENT NO. 76 - 97

RECEIVED
JUL - 81976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL - 81976
LAURENCE [illegible]
By Debra E. Conley Deputy

Sub-Grantee Name County Supervisors Association	
Address 11th & 'L' Bldg., Suite 201	
City Sacramento, CA 95814	Phone: 441-4011
Program Director Richard E. Watson, Executive Director	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-297 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 1,601 .

   Micro Fiched

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

County Supervisors' Association
(Legal Name of Sub-Grantee)

Richard E. Watson
(Signature of Authorized Officer)

Richard E. Watson, Executive Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

COUNTY SUPERVISORS ASSOCIATION

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Clerk Typist I	$ 2,412
One		
	TOTAL	2,412
Projected Unencumbered Balance @ June 30, 1976		811
Increase this Modification		$ 1,601

Micro Fiched

RECEIVED
JUL 21
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 98

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL 21 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name West Plainfield Fire Protection District	
Address Rt. 1, Box 2415	
City Davis, CA 95616	Phone: (916) 662-8871
Program Director Fire Chief	Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-213 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~decrease~~ of $ 2,232 .

   Micro Fiched

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

West Plainfield Fire Protection Dist.
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

B. D. Arnold
District Business Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WEST PLAINFIELD FIRE DISTRICT

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Fireman Trainee	$ 2,217
One		
	TOTAL	2,217
	Uniform Allowance:	
	1 position x 3 mos. @ $5/mo.	15
	TOTAL	2,232
	Projected Unencumbered Balance @ June 30, 1976	-0-
	Increase this Modification	$ 2,232

Micro Fiched

Book

AGREEMENT NO. 76 - 99

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

RECEIVED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

CETA TITLE II

FILED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name

Yolo County Superintendent of Schools

Address

500 First Street

City

Woodland, CA 95695

Phone:

(916) 666-8563

Program Director

Jack J. Potter, County Superintendent

Date of Modification

July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-218 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~Decrease~~ of $ 15,500 .

   Micro Fiched

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Yolo County Superintendent of Schools
(Legal Name of Sub-Grantee)

Jack J. Potter
(Signature of Authorized Officer)

Jack J. Potter, County Superintendent
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

COUNTY SUPERINTENDENT OF SCHOOLS

	Position	Salary & Benefits 7/1/76 - 9/30/76
Two	Outreach Worker	$ 5,122
One	Clerk Typist	-0-
One	Groundsman	2,751
One	Payroll Clerk	-0-
One	Bus Driver/Mechanic	3,034
Two	Program Clerk	5,223
Eight		
	TOTAL	16,130

Projected Unencumbered Balance @ June 30, 1976 630

Increase this Modification $15,500

Micro Fiched

Book

AGREEMENT NO. 76 - 100

RECEIVED
JUN 2 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUN 2 3 1976
LAURENCE P. HENIGAN
By Debra E. Conley

Sub-Grantee Name
Washington Fire Protection District

Address
317 Third Street

City
Broderick, CA 95605

Phone:
(916) 372-0424

Program Director
George D. Garber, Acting Fire Chief

Date of Modification
July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-222 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~Decrease~~ of $ 5,710 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Micro Fiched

Washington Fire Protection District
(Legal Name of Sub-Grantee)

George D. Garber Chief.
(Signature of Authorized Officer)

George D. Garber, Acting Fire Chief
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Dan D. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WASHINGTON FIRE DISTRICT

	Position	Salary & Benefits 7/1/76 - 9/30/76
Two	Firefighter	$ 6,000
One	Dispatcher Clerk	2,187
Three		
	TOTAL	8,187
Projected Unencumbered Balance @ June 30, 1976		2,477
	Increase this Modification	$ 5,710

Micro Fiched

Book

RECEIVED
JUL - 7 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 101

COUNTY OF YOLO
AS PROGRAM AGENT OF THE SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL - 7 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name
West Sacramento Sanitary District

Address
1951 South River Road

City
W. Sacramento, CA 95691

Phone:

Program Director
Robert O. Brugge, District Manager

Date of Modification
July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-219 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~XXXXXXX~~ of $ 4,561 .

   Micro Fiched

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

West Sacramento Sanitary District
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)
Walter Eklund

Walter Eklund, Secretary
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WEST SACRAMENTO SANITARY DISTRICT

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Wastewater Operator	$ 3,333
One	Pump Systems Maintenance Person	3,333
Two		
	TOTAL	6,666
	Uniform Allowance:	
	2 position x 3 mos. @ $17.20/mo.	105
		6,771
Projected Unencumbered Balance @ June 30, 1976		2,210
	Increase this Modification	$ 4,561

Micro Filmed

PK

AGREEMENT NO. 76 - 102

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

JUN 29 1976

LAURENCE P. HENIGAN
By Debra E. Conley

Sub-Grantee Name Yolo-Solano Air Pollution Control District	
Address P. O. Box 1006	
City Woodland, CA 95695	Phone: (916) 666-8433
Program Director Air Pollution Control Officer	Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-212 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Micro Fiched

   Increase
   ~~Xxxxxxx~~ of $ 2,287 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Yolo-Solano Air Pollution Control Dist.
(Legal Name of Sub-Grantee)

James A. Koslow
(Signature of Authorized Officer)

James A. Koslow
Air Pollution Control Officer
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

YOLO SOLANO AIR POLLUTION CONTROL DISTRICT

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Engineering Aide	$ 2,556
One		
	TOTAL	2,556

Micro Fiched

Projected Unencumbered Balance @ June 30, 1976	269
Increase this Modification	$ 2,287

BOOK

RECEIVED
JUN 25 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 76 - 103

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUN 25 1976
LAURENCE P. HENIGAN
By Debra E. Conley

Sub-Grantee Name Yolo County Housing Authority	
Address P. O. Box 57	
City Woodland, CA 95695	Phone: 662-7043
Program Director D. Ross Parker, Executive Director	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-216 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~XXXXXXX~~ of $ 26,197 .

   Micro Fiched

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Yolo County Housing Authority (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
D. Ross Parker (Signature of Authorized Officer)	David L. Barton
D. Ross Parker, Executive Director (Typed Name & Title of Authorized Officer)	DAVID L. BARTON, CHAIRMAN BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

COUNTY HOUSING AUTHORITY

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Maintenance Mechanic II	$ -0-
Six	Maintenance Mechanic II	21,741
One	Secretary Receptionist	2,301
One	Planner/Co-ordinator	3,123
Nine		
	TOTAL	27,165

Micro Fiched

Projected Unencumbered Balance @ June 30, 1976 968

Increase this Modification $26,197

1.00K

AGREEMENT NO. 76 - 104

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

FILED
JUL 1 2076
LAURENCE P. HENIGAN, Clerk
By Debra E. Cooley
Deputy

CETA TITLE II

Sub-Grantee Name KVIE Channel 6	
Address 2480 Garden Highway	
City Sacramento, CA 95801	Phone: 929-5843
Program Director Leonard Down, Business Manager	Date of Modification July 1, 1976

Micro Fiched

75-295

The Sub-Grant between the parties, Yolo County Agreement No. 75-360 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~Increase~~
   Decrease of $ 717 .

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

KVIE Channel 6
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Arthur A. Paul
Executive Vice President
and General Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Cooley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

KVIE CHANNEL 6

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Production Assistant	$ 2,418
One		
	TOTAL	2,418
Projected Unencumbered Balance @ June 30, 1976		3,135
	Decrease this Modification	$ (717)

Micro Fiched

RECEIVED
JUL 11 19
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 105

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL 11 1975
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name Sacramento Children's Home	
Address 2750 Sutterville Road	
City Sacramento, CA 95820	Phone: 452-5301 or 456-7133
Program Director Eric Gill, Executive Director	Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-296 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 3,489 .

   Micro Filmed

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Sacramento Children's Home
(Legal Name of Sub-Grantee)

Eric Gill
(Signature of Authorized Officer)

Eric Gill, Executive Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

SACRAMENTO CHILDREN'S HOME

	Position	Salary & Benefits 7/1/76 - 9/30/76
		Micro Fiched
One	Bookkeeper Trainee	$ 1,872
One	Child Care Worker Trainee	1,833
Two		
	TOTAL	3,705
Projected Unencumbered Balance @ June 30, 1976		216
Increase this Modification		$ 3,489

RECEIVED
JUL 16 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 106

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL 16 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name University of California, Davis	Mcm Fished
Address 312 Mrak Hall	
City Davis, CA 95616	Phone: (916) 752-6660
Program Director Fred Bautista, Manpower Coordinator	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 76-77 75-273 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~Xxxxxxx~~ of $ 59,985 .

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Fredric W. Hill
Associate Dean
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

Micro Fiched

UNIVERSITY OF CALIFORNIA, DAVIS

	Position	Salary & Benefits 7/1/76 - 9/30/76
Two	Principal Clerk	$ 5,462
Four	Senior Typist Clerk A	9,018
Three	Clerk	6,285
One	Senior Clerk	2,229
Two	Typist Clerk (½ time)	1,520
One	Program Representative	2,759
One	Animal Caretaker	2,477
One	Staff Research Associate	2,916
Five	Lab Assistant I	11,766
Two	Assistant Storekeeper	4,542
Two	Building Maintenance Workers	5,034
One	Museum Preparator	2,100
One	Library Assistant I	2,331
One	Groundskeeper	2,517
One	Principal Clerk	2,865
One	Clerk Typist	-0-
One	Laborer	-0-
One	Groundskeeper	-0-
Three	Library Assistant I	-0-
Three	Lab Assistant I	-0-
One	Staff Research Associate	-0-
One	Senior Clerk	-0-
Four	Clerk	-0-
Forty-three		
	TOTAL	63,821
Projected Unencumbered Balance @ June 30, 1976		3,836
Increase this Modification		$ 59,985

RECEIVED
JUL - 8 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 107

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL - 8 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name City of Winters	
Address P. O. Box 457	Micro Fiched
City Winters, CA 95694	Phone: (916) 795-4910
Program Director Mike Jones, City Manager	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-217 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~Decrease~~ of $ 17,944 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Winters
(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

George Duncan, Vice-Mayor
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

CITY OF WINTERS

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
Four	Public Worksman	$ 12,834
Two	Clerk Typists	4,923
One	Engineering Assistant	3,261
Seven		
	TOTAL	21,018
	Uniform Allowance:	
	Four positions x 3 mos. @ $16/mo.	192
	TOTAL	21,210
	Projected Unencumbered Balance @ June 30, 1976	3,266
	Increase this Modification	$ 17,944

BK

AGREEMENT NO. 76 - 108

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

FILED
JUN 2 9 1976
LAURENCE P. HENIGAN, CLERK
By Debra E. Conley

CETA TITLE II

Sub-Grantee Name City of Woodland	
Address 300 First Street	Micro Fiched
City Woodland, CA 95695	Phone: (916) 662-5416
Program Director S. A. Bukhari, Director of Finance	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-220 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 14,005 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Woodland
(Legal Name of Sub-Grantee)

Thos A. Peterson
(Signature of Authorized Officer)

Thomas A. Peterson, City Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

Micro Fiched

CITY OF WOODLAND

	Position	Salary & Benefits 7/1/76 - 9/30/76
Four	Groundsman/Gardener	$ 11,403
One	Maintenance Worker I	2,904
Five		
	TOTAL	14,307
	Uniform Allowance:	
	4 positions x 3 mos. @ $7.50/mo.	90
	TOTAL	14,397
	Projected Unencumbered Balance @ June 30, 1976	392
	Increase this Modification	$ 14,005

RECEIVED
JUL 16 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 109

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

FILED
JUL 1 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

CETA TITLE II

Sub-Grantee Name
Davis Joint Unified School District

Address
#23 Russell Blvd.

City
Davis, CA 95616

Phone:
(916) 756-0300

Program Director
Honoruth Finn, Personnel Director

Date of Modification
July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-221 75-282 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~XXXXXXXX~~ of $ 11,668 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Davis Joint Unified School District
(Legal Name of Sub-Grantee)

Honoruth Finn
(Signature of Authorized Officer)

Honoruth Finn, Personnel Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Delivery Person	$ 2,637
Two	Assistant Teacher	4,182
One	Attendance Clerk	2,493
One	Instructional Aide	2,271
Five		
	TOTAL	11,583
	Projected Unencumbered Balance @ June 30, 1976	(85)
	Increase this Modification	$11,668

AGREEMENT NO. 76 - 110

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUN 2 8 1976
LAURENCE P. HENIGAN, Clerk
By Bernard Rodgers

Sub-Grantee Name Yolo Family Service Agency	
Address Midtown Building, Suite 103 327 College Street	Micro Fiched
City Woodland, CA 95695	Phone: 662-2211
Program Director Douglas Maha President of Board of Directors	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-294 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 440 .

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Yolo Family Service Agency
(Legal Name of Sub-Grantee)

Douglas Maha
(Signature of Authorized Officer)

Douglas Maha
President of Board of Directors
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Corley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

YOLO FAMILY SERVICE AGENCY

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Account Clerk	$ 2,376
One		
	TOTAL	2,376
Projected Unencumbered Balance @ June 30, 1976		1,936
	Increase this Modification	$ 440

AGREEMENT NO. 76 - 111

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
JUL - 2 1976
LAURENCE P. HENICAN
By Debra E. Corley

Sub-Grantee Name
Young Men's Christian Association

Address
1300 College Street

Micro Fiched

City
Woodland, CA 95695

Phone:
666-2505 or 662-1086

Program Director
John ~~XXXX~~ C. Cobb, President

Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-292 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~XXXXXXX~~ of $ 1,645 .

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Young Men's Christian Association
(Legal Name of Sub-Grantee)

John C. Cobb
(Signature of Authorized Officer)

John ~~XXXX~~ C. Cobb, President
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENICAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Corley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

YOUNG MEN'S CHRISTIAN ASSOCIATION

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Assistant Program Director	$ 2,217
One		
	TOTAL	2,217
Projected Unencumbered Balance @ June 30, 1976		572
	Increase this Modification	$ 1,645

VK

AGREEMENT NO. 76 - 112

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

JUN 29 1976

CETA TITLE II

LAURENCE P. HENIGAN
By Debra E. Conley

Sub-Grantee Name
Winters Fire Protection Control District

Address
#10 Abbey Street

Micro Fiched

City
Winters, CA 95694

Phone:
(914) 795-4131

Program Director
Vern C. Bruhn, Fire Chief

Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 75-214 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~Increase~~ Decrease of $ 664 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Winters Fire Protection District
(Legal Name of Sub-Grantee)

Vern C Bruhn
(Signature of Authorized Officer)

Vern C. Bruhn, Fire Chief
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

WINTERS FIRE DISTRICT

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Firefighter Trainee	$ 2,412
One	Firefighter Trainee	-0-
Two		
	TOTAL	2,412
	Uniform Allowance:	
	1 position x 3 mos. @ $12/mo.	36
	TOTAL	2,448
	Projected Unencumbered Balance @ June 30, 1976	3,112
	Decrease this Modification	$ (664)

BK

AGREEMENT NO. 76 - 113

RECEIVED
JUL - 8 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JUL - 8 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name Yolo Legal Center for the Elderly	
Address 517 Second Street	Micro Fiched
City Woodland, CA 95695	Phone: 666-1903
Program Director Donald A. Griesmann, Executive Director	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-298 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 2,456 .

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Yolo Legal Center for the Elderly,
Legal Aid Society of Sacramento Co., Inc.
(Legal Name of Sub-Grantee)

Donald A. Griesmann
(Signature of Authorized Officer)

Donald A. Griesmann, Executive Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Dale L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

YOLO LEGAL CENTER FOR THE ELDERLY

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Legal Stenographer	$ 2,276
	TOTAL	2,276
Projected Unencumbered Balance @ June 30, 1976		(180)
	Increase this Modification	$ 2,456

BK

RECEIVED
JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76 - 114

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

Sub-Grantee Name
Winters Joint Unified School District

Address
#47 Main Street

City
Winters, CA 95694

Phone: 795-4588

Program Director
John R. Graf ~~James Kennedy~~, District Superintendent

JUL - 1 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Micro Fiched

Date of Modification
7/1/76

The Sub-Grant between the parties, Yolo County Agreement No. 75-207 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase ~~decrease~~ of $ 14,520 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Winters Joint Unified School District
(Legal Name of Sub-Grantee)

John R. Graf
(Signature of Authorized Officer)

John R. Graf
~~James Kennedy~~, District Superintendent
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Bookkeeper	$ 2,007
Three	Groundsman/Gardener	6,606
Two	Library Clerk	-0-
Two	Library Clerk	3,891
One	Gardener	2,136
One	Secretary	1,980
One	Maintenance/Custodian	-0-
Two	Maintenance/Custodian	4,566
Thirteen		
	TOTAL	$ 21,186
	Projected Unencumbered Balance @ June 30, 1976	6,666
	Increase this Modification	$ 14,520

book

AGREEMENT NO. 76 - 115

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JUN 30 1976
LAURENCE P. HENIGAN, County Clerk
By Debra E. Conley

Sub-Grantee Name	
City of Davis	
Address	
226 'F' Street	
City	Phone:
Davis, CA 95616	(916) 756-3740
Program Director	Date of Modification
Howard L. Reese, City Manager	7/1/76

The Sub-Grant between the parties, Yolo County Agreement No. 75-210 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 6,102 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Davis
(Legal Name of Sub-Grantee)

Howard L. Reese
(Signature of Authorized Officer)

Howard L. Reese, City Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

CITY OF DAVIS

	Position	Salary & Benefits 7/1/76 - 9/30/76
2	Maintenance Worker I	$ 6,024
		6,024
	Uniform Allowance	78
	2 participants x 3 mons. @ $13/mo.	
	TOTAL	6,102

Projected Unencumbered Balance @ June 30, 1976 -0-

Increase this Modification $ 6,102

Micro Fiched

BK

AGREEMENT NO. 76 - 116

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JUN 29 1976
LAURENCE P. HENIGAN, CLK
By Debra E. Conley

Sub-Grantee Name City of Winters	
Address P. O. Box 457	Micro Fiched
City Winters, CA 95694	Phone: (916) 795-4910
Program Director Mike Jones	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-209 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~xxxxxxxx~~ of $ 6,415 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Winters
(Legal Name of Sub-Grantee)

Michael E. Jones
(Signature of Authorized Officer)

Mike Jones, City Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

CITY OF WINTERS

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
Two	Public Worksman	$ 6,438
	TOTAL	6,438
	Uniform Allowance: 2 positions x 3 mos. @ $16/mo.	96
	TOTAL	6,534
	Projected Unencumbered Balance @ June 30, 1976	119
	Increase this Modification	$ 6,415

BK

AGREEMENT NO. 76 - 117

RECEIVED
JUL 21 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JUL 21 1976
LAURENCE P. HENIGAN, County Clerk
By Debra E. Conley Deputy

Sub-Grantee Name
West Plainfield Fire Protection District

Address
Rt. 1, Box 2415

City
Davis, CA 95616

Phone: Micro Miched
(916) 662-8871

Program Director
Percy H. Wilkendorf
Chairman, Board of Commissioners

Date of Modification
July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-213 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Decrease~~ of $ 4,398 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

West Plainfield Fire Protection
(Legal Name of Sub-Grantee)

Percy H. Wilkendorf
(Signature of Authorized Officer)

Percy H. Wilkendorf
Chairman, Board of Commissioners
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Dale F. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

WEST PLAINFIELD FIRE PROTECTION DISTRICT

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
Two	Fireman Trainee	$ 4,434
	TOTAL	4,434
	Uniform Allowance:	
	2 positions x 3 mos. @ $5/mo.	30
	TOTAL	4,464
	Projected Unencumbered Balance @ June 30, 1976	66
	Increase this Modification	$ 4,398

Bk

AGREEMENT NO. 76 - 118

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JUN 29 1976
LAURENCE P. HENIGAN, County Clerk
By Debra E. Conley Deputy

Sub-Grantee Name	
Winters Fire Protection District	
Address	
#10 Abbey Street	
City	Phone:
Winters, CA 95694	(916) 795-4131
Program Director	Date of Modification
Vern C. Bruhn, Fire Chief	July 1, 1976

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 75-214 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~XXXXXXX~~ of $ 2,688 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Winters Fire Protection District
(Legal Name of Sub-Grantee)

Vernon C Bruhn
(Signature of Authorized Officer)

Vern C. Bruhn, Fire Chief
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

WINTERS FIRE PROTECTION DISTRICT

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
Two	Fireman Trainee	$ 4,680
	TOTAL	4,680
	Uniform Allowance:	
	2 positions x 3 mos. @ $12/mo.	72
	TOTAL	4,752
	Projected Unencumbered Balance @ June 30, 1976	2,064
	Increase this Modification	$ 2,688

BK

AGREEMENT NO. 76 - 119

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

FILED
JUN 29 1976
LAURENCE P. HENIGAN, CLERK
By Debra E. Conley
Deputy

CETA TITLE VI

Sub-Grantee Name City of Woodland	
Address 300 First Street	Micro Fiched
City Woodland, CA 95695	Phone: 662-5416
Program Director Mr. S. A. Bukhari, Director of Finance	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-259 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~Increase~~
   Decrease of $ 590 .

2. The grant period orginally starting on 9/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Woodland
(Legal Name of Sub-Grantee)

Syed A. Bukhari
(Signature of Authorized Officer)

Mr. S. A. Bukhari, Director of Finance
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley
DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

CITY OF WOODLAND

Micro Fiched

	Position		Salary & Benefits 7/1/76 - 9/30/76
One	Maintenance Man I		$ 2,820
One	Clerk Typist I		2,001
One	Account Clerk		2,433
One	Custodian I		-0-
Four		TOTAL	7,254
	Uniform Allowance		-0-
		TOTAL	7,254
	Projected Unencumbered Balance @ June 30, 1976		7,844
	Decrease this Modification		$ 590

RECEIVED
JUL 15, 1976
LAURENCE P. HENIGAN, County Clerk
By _____ Deputy

AGREEMENT NO. 76 - 120

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
JUL 15 1976
LAURENCE P. HENIGAN, County Clerk
By Debra E. Conley Deputy

Sub-Grantee Name Davis Joint Unified School District	
Address #23 Russell Boulevard	
City Davis, CA 95616	Phone: (916) 756-0300
Program Director Honoruth Finn, Personnel Director	Date of Modification July 1, 1976

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 75-208 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Xxxxxxx~~ of $ 4,489 .

2. The grant period orginally starting on 8/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

Davis Joint Unified School District
(Legal Name of Sub-Grantee)

Honoruth Finn
(Signature of Authorized Officer)

Honoruth Finn, Personnel Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

DAVID L. BARTON, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS
BY Debra E. Conley DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE VI

DAVIS JOINT UNIFIED SCHOOL DISTRICT

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Custodian	$ 2,559
One	Receptionist	2,295
One	Groundsworker	2,559
One	Groundsworker	-0-
Four		
	TOTAL	7,413
Projected Unencumbered Balance @ June 30, 1976		2,924
Increase this Modification		$ 4,489

Micro Filmed

YOLO COUNTY AGREEMENT NO. 76-121

Copier Annual Plan

International Business Machines Corporation (IBM) by its acceptance of this Agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment or unit(s) of equipment) listed below and maintenance service for the equipment.

(A) Qty.	Model	Description Complete the description in Machine Type and Device Code sequence. (provide serial number, and meter reading if installed)	Per Unit (B) Monthly Copier Availability Charge (MCAC)	(C) Copies Included in the MCAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	(D) Maintenance Service Zone Charge
Total Monthly Copier Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines					* Total Usage Charge based on number of copies made as recorded on the meter.		

Trade-In Equipment

Micro Fiched

Qty.	Description	Trade-In Net Allowance
	Total Allowance	

Escrow Payment

Three Months Total Monthly Copier Availability Charges (including applicable taxes)	

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

In addition to the terms and conditions specified on the reverse side of this Agreement, the customer agrees:

1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name	
		Address	
Please Type or Print all information except signature		City and State	Zip Code
Branch Office Address	Br. Off. No.	Mark for (Attention Of)	
City and State	Zip Code	By (Customer's Signature)	Date 6/15/76
By (IBM Representative's Signature)	Date	Signed By—Name DAVID L. BARTON	Signed By—Title CHAIRMAN, BOARD OF SUPERVISORS

Z140-0189-0
U/M 025

This is not an invoice. Please do not pay until invoiced.

CUSTOMER

TERMS AND CONDITIONS

ACCEPTANCE

Acceptance of this Agreement by IBM is contingent upon (1) a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from IBM's standard prices. Unless advised to the contrary within 15 days after the signing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written.

CONTRACT PERIOD

Each covered equipment will be initially installed for a contract period of 12 months. For each covered equipment, the contract period will begin on the first day of the following month after the equipment is installed by IBM. The covered equipment date of for purposes of each covered equipment will be the first day of the following month after IBM has received this Agreement unless this Agreement has been accepted by IBM.

CONTRACT PERIOD EXTENSION

COPIER CHARGES

ESCROW PAYMENT

In the event IBM requires the Customer to make a three-month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only: (1) to the Customer's final payment periods, (2) as a credit toward the purchase option price, or (3) in the case of a termination/default by the Customer, toward any unpaid amounts then due IBM.

TERMINATION OF CONTRACT PERIODS BY CUSTOMER

The Customer may terminate a contract period or contract period extension effective any date by providing IBM with written notice at least 30 days in advance and payment of the applicable termination charge set forth herein.

Any Customer order which requires the removal of equipment from the Customer for return to IBM for any reason, shall be considered "termination" for the purposes of this Agreement. Termination charges are not applicable when the Customer exercises the option to purchase.

If the Customer does not pay any charge due hereunder, the Customer, upon demand, shall immediately return the equipment to IBM, pay all outstanding charges, and as termination charges, pay during the 12 month contract period as follows:

This Part of Termination Date Months Installed On	Termination Charges
Within 6 Months	3 times the Monthly Copier Availability Charge
7 through 12	2 times the Monthly Copier Availability Charge or, the Monthly Copier Availability Charge for the remainder of the contract period, whichever is less.

Termination charges any time during a one-year contract extension or less than one-year extension will be two times the Monthly Copier Availability Charge, or the Monthly Copier Availability Charge for the remainder of the contract extension, whichever is less.

If the Customer defaults as to any obligation to return equipment or fails to pay any amounts due thereunder, IBM, in addition to other remedies, may repossess the equipment without notice, and the Customer agrees to pay all costs and expenses of collection and/or repossession, including reasonable attorney's fee permitted by law.

RISK OF LOSS

During the period the equipment is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risk of loss or damage to any unit of equipment except for the responsibility for loss or damage caused by wanton action, nuclear radiation or radioactive contamination.

TRADE-IN

The Customer shall receive a credit of an amount equal to the total allowance for trade-in equipment set forth on the face of this Agreement promptly after said equipment comes into IBM's possession. IBM may reduce the trade-in allowance set forth on the face of this Agreement, if any of said equipment, when received, is not in substantially the same condition as when inspected.

SUPPLIES

All supplies used to operate the equipment are to meet IBM specifications.

TRANSPORTATION EXPENSE

ALL TRANSPORTATION, RIGGING AND DRAYAGE CHARGES FOR TRANSPORTING THE EQUIPMENT BOTH FROM AND TO IBM'S PLANTS WILL BE PAID BY THE CUSTOMER, INCLUDING THOSE NECESSITATED BY EQUIPMENT MODIFICATION ORDERS (EMO'S). Necessary packing cases for the return of equipment and adequate protection for packing will be furnished by IBM without charge. The cost of loss or damage and uncrating the equipment is a Customer expense, except when it is performed at an IBM Plant or reconditioning location.

ALTERATIONS AND ATTACHMENTS

MAINTENANCE SERVICE

PURCHASE OPTION

Micro Fiched

WARRANTY/REMEDY

IBM warrants that the covered equipment, when installed, will be in normal operating order and IBM will make all necessary equipment adjustments, repairs and parts replacements without additional charge to maintain the equipment in such condition, provided it is located in the United States, Puerto Rico or the Canal Zone. All equipment is supplied subject to these warranties.

In the event of IBM's breach of any warranty, the Customer's exclusive remedy will be that IBM will make any equipment adjustments, repairs, or parts replacements to any equipment which are necessary to enable such equipment to conform to such warranties. IN NO EVENT WILL IBM HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF EQUIPMENT. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO EQUIPMENT.

PATENT INDEMNITY

IBM will defend at its own expense, any action brought against the Customer, to the extent that it is based on a claim that the equipment supplied by IBM infringes a United States patent, and IBM will pay those costs and damages finally awarded against the Customer in any such action which are attributable to such claim, but such defense and payments are conditioned on the following: (1) that IBM shall be notified promptly in writing by the customer of any notice of such claim and (2) that IBM will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (3) should the equipment become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent, the Customer will permit IBM, at its option and expense, either to procure for the Customer the right to continue using the equipment, to replace or modify the same so that it becomes non-infringing, or to accept its return.

IBM will have no liability to the Customer under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of equipment furnished hereunder with apparatus or devices not furnished by IBM, nor shall IBM have any liability for the use of supplies not furnished by IBM in such equipment unless such supplies are a substitute for supplies then available from IBM, and any differences there between are germane to the alleged infringement. The foregoing states the entire liability of IBM with respect to infringement of patents by the equipment or any parts thereof.

GENERAL

This Agreement is effective from the date it is accepted by IBM and shall remain in force until all equipment installed hereunder has been discontinued.

The terms and conditions of this Agreement supersede those of all previous agreements between IBM and the Customer with respect to the use of equipment hereunder.

This Agreement is not assignable; none of the equipment may be sublet, assigned or transferred by the Customer without the prior written approval of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void. The Customer agrees not to remove equipment from its installed position without the advice of IBM.

All equipment remains IBM's property. This Agreement will be governed by the laws of the State of New York and constitutes the entire agreement between the Customer and IBM with respect to the use of equipment.

The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to equipment hereunder or this Agreement.

This Agreement may be terminated concurrent with or following expiration of all contracts or contract extensions by IBM upon three months prior written notice. Any unit of equipment may be removed by IBM at any time after termination of this Agreement.

FISCAL YEAR TERM SUPERSEDING AMENDMENT

1. Clauses Superseded

The clauses of the standard terms and conditions to which this amendment is attached, eliminated and superseded by this amendment are the clauses entitled "Contract Period", "Contract Period Extension", and "Termination of Contract Periods by Customer". Instead the following clause is agreed to by IBM and the Customer.

2. Terms of Contract and Payment

Micro Fiched

Each unit of equipment will be installed for a contract period (term) of 12 months or to the last day of the Customer's fiscal year, whichever term is the shorter. For equipment not yet installed, the contract period will commence the first day following the date the equipment is installed by IBM. The commencement date of the contract period for equipment already installed will be the day following the date the Customer signed this Agreement provided this Agreement has been accepted by IBM.

The Customer agrees to pay the applicable charges for the entire term of this Agreement. The Customer shall have no option to terminate the Agreement within the term and the Customer shall in any event pay the Monthly Copier Availability Charge for every month or partial month of the term herein stated.

BK

FILED
JUN 29 1976
LAURENCE F. [illegible]
By DEBRA E. CONLEY

Agreement No. 76-122

Woodland, California

June 15, 1976

BEN BAUMANN and ELISA BAUMANN, his wife, as Joint Tenants

GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 76-19 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Lot 28 of the Bonynge Tract, as Lot 28 appears of record on the Map of the Bonynge Tract filed in Book 1 of Maps at Page 8, in the Office of the Recorder of the County of Yolo, said parcel being more fully described as follows:

COMMENCING at the Southeast corner of said Lot 28; thence North 10° 15' 00" East 795.60 feet along the East line of said Lot 28 and the centerline of County Road No. 87 to the railroad spike in the South line of that certain parcel of land designated Parcel 3, containing 217.96 acres, as shown on the Record of Survey filed in Book 10 of Maps and Surveys at Page 49, Yolo County Records, said railroad spike being the TRUE POINT OF BEGINNING; THENCE continuing North 10° 15' 00" East 397.28 feet; thence South 19° 40' 00" West 183.36 feet; thence South 10° 15' 00" West 216.39 feet; thence South 79° 45' 00" East 30.00 feet to the true point of beginning.

Containing 0.211 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $158.25 for the property as conveyed by Grant Deed No. 76-19 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 70626 with Western Title Guaranty Company of Woodland. Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Elsie Baumann

Ben Baumann

GRANTORS

Dated: 6-29-76

Recommended for Approval

By Lloyd H Roberts

DAVID L. BARTON

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated 6/24/76
County Counsel of Yolo County

BK

FILED

JUL 12 1976

LAURENCE P. HERVEIN, Clerk

By Debra E. Corley
Deputy

AGREEMENT NO. 76 - 123

(Agreement for Certain Work to be Performed by the Communications Department for the Yolo County Flood Control and Water Conservation District)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as COUNTY, and the YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a district, hereinafter designated as DISTRICT,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. DISTRICT wishes certain services rendered as specified hereinbelow, and further desires that said work be done by a County employee, and that COUNTY be reimbursed therefor.

AGREEMENTS:

1. COUNTY shall furnish DISTRICT with the services described hereinbelow, to be performed by a County employee.
2. It is contemplated by the parties that said services shall require one-half time of one employee for the term of this agreement.
3. For said services of said person, DISTRICT shall reimburse COUNTY therefor in the sum of TEN THOUSAND TWO HUNDRED FIFTY ($10,250) DOLLARS, in equal monthly installments over a period of one year, commencing thirty (30) days from date of execution of this agreement.
4. The term of this agreement shall be February 1, 1976 to and including January 30, 1977.
5. The services to be performed shall consist of the following:
   A. Installation of electronic portion of precipitation gauges, stream flow gauges, excess turbidity detectors

and other measuring and detection devices.

B. Installation of telemetry equipment as required.

C. Installation of telephones and intercoms.

D. Maintenance of the above; maintenance of microwave system.

E. Miscellaneous installation and maintenance of electronic equipment as required by the District.

Micro Fiched

6. In the event additional services are required by DISTRICT, the Communications Department of COUNTY shall render said services at its regular rates and charges.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a district

BY _____

ATTEST:

_____
Wm. J. McDaniel, Secretary

RECEIVED
JUL 22
LAURENCE P. HENIGAN, Clerk
By

FILED
JUL 22 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Corley

AGREEMENT NO. 76- 124

(Agreement for Janitorial Services for the Public Works Building, 292 West Beamer Street, Woodland, CA.)

Micro Filmed

THIS AGREEMENT, made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the state of California, hereinafter called COUNTY, and FAUSTINO R. GARCIA, JR., DBA, INTERIOR FUNCTIONS BUILDING MAINTENANCE, P.O. Box 1952, Sacramento, CA. 95814, hereinafter called CONTRACTOR:

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to furnish sufficient personnel, with requisite skills, to provide janitorial services for the entire interior of the Public Works building located at 292 West Beamer Street, Woodland, CA., and the exterior porches, entry areas, and sidewalks adjacent to the building.

A. Services shall include:

1. DAILY

a. Empty wastebaskets and ash trays.

b. Dust book cases, filing cabinets, chairs, horizontal desk surfaces and office equipment throughout the building.

c. Clean drinking fountains and sinks.

d. Clean main lobby glass doors.

e. Damp mop main lobby.

f. Damp mop restroom floors. (Use lukewarm water only - no chemicals)

g. Dust mop vinyl floor.

h. Damp wipe counter tops.

i. Damp wipe ash trays.

j. Spot wipe doors and walls, as required, to maintain cleanliness.

k. Remove all accumulated trash to outside refuse collection area.

l. Clean sinks in all areas.

m. Clean, disinfect, and polish wash basins, toilet bowls, and urinals in rest rooms. Wash toilet seats, toilet seat lids, and dispensers.

Micro Fiched

n. Fill tower, soap, tissue seat cover, and other dispensers. (supplies furnished by COUNTY).

o. Replace burned out light bulbs and fluorescent tubes. (Replacements furnished by COUNTY).

p. Vacuum all carpets as needed.

2. TWICE WEEKLY (Tuesday and Friday)

a. Sweep sidewalks surrounding building and pick up trach generated from sweeping.

3. WEEKLY

a. Spot clean carpets as necessary.

b. Vacuum fabric covered furniture.

c. Buff vinyl floors.

d. Damp wipe all doors.

e. Dust vertical surfaces of desk, chairs, and cabinets.

f. Damp wipe inside of waste baskets - wash and dry if necessary.

g. Clean toilet bowls with chemical cleaner.

h. Scrub rest room floors - lukewarm water only, no chemicals.

i. Damp wipe ornamental wrought iron partitions.

j. Clean windows surrounding lobby glass doors.

4, MONTHLY.

a. Dust office and corridor walls.

b. Damp wash woodwork frames and trim.

c. Dust fluorescent light fixtures.

d. High dust moldings.

5. QUARTERLY

a. Hand wash windows (plastic) inside and out - use no metal or wood implements or abrasives - soap and water only.

Micro Fiched

6. TWICE YEARLY

a. Vacuum all carpets - move furniture except file and map cabinets, safes, and sensitive equipment.

b. Wash all light fixtures.

c. Strip and wax vinyl floors.

d. Vacuum high grills.

7. ANNUAL.

a. Steam clean all rugs - move all furniture.

b. Hand wash sky light windows (plastic) - Use no metal or wood implements or abrasives. Use soap and water only.

8. AT ALL TIMES

a. Maintain janitor storage room and equipment in a neat and orderly condition.

Should additional operations be required to maintain the required level of cleanliness in this building, such operation will be done as follows:

1. Additional hand washing (inside and/or out) of the plastic windows (except sky light) for a total of $60.00 per additional operation.

2. Additional hand washing (outside) of the plastic sky light windows for a total of $80.00 per each additional operation.

3. Steam cleaning rugs at $0.06 per square foot

B. The period of the contract shall be from July 1, 1976 through June 30, 1977, and will be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days

prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration of subject contract.

Micro Fiched

C. Cleaning services shall be performed five days each week except for weekday official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in the issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period the contract may be revoked upon 15 day written notification to CONTRACTOR.

E. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, the CONTRACTOR shall notify the Department Head, County Buildings and Grounds, phone 666-8208, that such services are to be accomplished.

F. Unusual occurrences of problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc., will be reported to the Department Head specified above.

G. Supplies firnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb paper on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall insure that all building lights are out

except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

Micro Fiched

L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

M. LIABILITY INSURANCE. CONTRACTOR agrees to, at his own expense maintain in full force and effect a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. CONTRACTOR shall maintain adequate Workmen's Compensation

Insurance sufficient for the protection of himself and his employees.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay CONTRACTOR the sum of FOUR HUNDRED EIGHTY DOLLARS($480.00) per month.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California,

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

INTERIOR FUNCTIONS BUILDING MAINTENANCE

BY _____
FAUSTINO R. GARCIA, JR., -Contractor

FILED
JUN 22 1976
LAURENCE K. HINIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76-125

(Agreement for Janitorial Services for the County of Yolo facility - Public Defender and Welfare offices located at 922 Sacramento Avenue, Broderick, CA.)

Micro Filmed

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of Californa, hereinafter called COUNTY, and OTTO H. SPRINK, DBA, RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, Ca. 95691, hereinafter called CONTRACTOR.

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interior of the remodeled County of Yolo facility (Public Defender and Welfare Offices) located at 922 Sacramento Avenue, Broderick, Ca., and the exterior areas adjacent to the building as noted below:

A. Services shall include:

1. Daily (Five days per Week)

a. Empty all waste baskets, trash receptacles and ash trays.

b. Damp wipe all ash trays.

c. Dust desks, desk equipment, office machines, filing cabinets, tables, bookcases, etc.

d. Empty all pencil sharpeners.

e. Sweep and dust mop all uncarpeted floor areas, including store rooms.

f. Clean, disinfect, and polish wash basins, toilet bowls, urinals, and fixtures in rest rooms. Sanitize toilet seats and lids.

g. Sweep and damp mop foyer.

h. Fill towel, soap, toilet seat covers, and other dispensers. (supplies furnished by County).

i. Damp mop rest room floors.

j. Clean entrance door glass and partition glass around foyer area.

k. Clean drinking fountains and sinks.

Micro Fiched

l. Spot wipe doors and walls, as required, to maintain cleanliness.

m. Vacuum all carpeted areas as needed.

n. Remove all accumulated trash to outside refuse collection area.

o. Maintain porch areas in neat and clean condition - sweep or hose, pick up trash and paper.

2. WEEKLY

a. Spot clean carpeted areas as necessary.

b. Vacuum fabric covered furniture. Wipe vinyl chairs with damp cloth.

c. Wet mop restrooms and foyer.

d. Dust vertical surfaces of desks, filing cabinets, chairs, cabinets, chair rails, base trim, partitions, etc.

e. Damp wipe inside of wastebaskets and trash receptacles - wash and dry, if necessary.

3. MONTHLY

a. Wash all windows inside and out, sills and casings included.

b. High dust all walls and moldings.

c. Damp wash woodwork frames and trim.

d. Machine scrub tile floors, rewax with non-slip floor wax, and maintain as required.

4. EVERY 90 DAYS

a. Vacuum fluorescent light fixtures.

b. Vacuum high air grills.

5. EVERY 180 DAYS

a. Steam clean all carpeted areas.

B. The period of the contract shall be from July 1, 1976, through June 30, 1977, and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by the COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration date of this contract.

Micro Fiched

C. Cleaning services shall be performed five days each week except for weekly official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period, the contract may be revoked upon 15 day written notification to CONTRACTOR.

E. Supervisory personnel of the CONTRACTOR shall make inspections of the premises at least once each week in assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds-phone 666-8208-that such services are to be accomplished.

F. Unusual occurrences or problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc., will be reported to the Department Head specified above.

G. Supplies furnished by the County may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb paper on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors. Micro Fiched

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CONTRACTOR in the peformance of this contract.

M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services, or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with

certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

Micro Fiched

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay the sum of THREE HUNDRED FORTY EIGHT DOLLARS ($348.00) per month.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

RELIABLE MAINTENANCE

BY _____
OTTO H. SPRINK

YOLO COUNTY AGREEMENT NO. 76-326

BK

FILED

JUN 22 1976

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

EXTENSION OF AGREEMENT

COLLEGE WORK-STUDY PROGRAM

University of California, Davis

and

Off-Campus Employer

Reference is made to the Agreement between Yolo County Public Defender (agency) Woodland (city) and the Regents of the University of California, relative to the College Work-Study Program agreement dated July 1, 1970. We wish to extend this agreement for one additional year, which would establish a termination date of June 30, 1977.

Micro Fiched

I understand that the employer's share of student wages for the 1976-77 fiscal year is 30%, with the remaining 70% paid with College Work-Study funds.

In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, I certify that I will not discriminate in the hiring and employment of students on the basis of race, color, national origin or sex.

for Barbara A. Stadtman
Allen G. Marr
Dean, Graduate Studies and Research

Dale F. Bates
Name
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Address

Date June 22, 1976

PLEASE RETURN TO: Work-Study Coordinator, Financial Aid Office
University of California, Davis, CA 95616

Approved as to Form
Dated 7/6/76
L. L. Schumacher, Deputy
County Counsel of Yolo County

P 27
5/76

BK

AGREEMENT NO. 76-127

Barbara Rodgers

(Agreement to Release and Quitclaim to County Lands Subject to Lease Agreement No. 68-43)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation, hereinafter referred to as SPORTSMEN,

W I T N E S S E T H:

Micro Fiched

RECITALS

1. The parties to this agreement have heretofore entered into Agreements No. 68-43, No. 73-14, and 74-284, which agreements lease certain lands therein described to SPORTSMEN.
2. It is now desired by both parties to said agreements to release from the said leasehold, and quitclaim and assign certain lands subject to said leases to the LESSOR thereof, the County of Yolo.

AGREEMENTS

1. SPORTSMEN do now by this instrument release, assign, set over and quitclaim to the County of Yolo a portion of the land subject to said Agreements No. 68-43, No. 73-14, and No. 74-284, which portion is described in Exhibit "A" attached hereto and made a part hereof by reference thereto.
2. Said Agreements No. 68-43, No. 73-14, and No. 74-284 shall continue in effect as to the remainder of the real property described in same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the year and day hereinabove set forth.

/ / /

/ / /

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

(SEAL)

EXHIBIT "A"

Description of property released and quit-claimed by YOLO SPORTSMEN'S ASSOCIATION to COUNTY OF YOLO

Micro Fiched

A parcel of land being a portion of the Northwest one-quarter of Section 34, Township 9 North, Range 1 East, M.D.B.& M., Yolo County, California, said parcel being more particularly described as follows:

A strip of land 60.00 feet in width, the Westerly line of said strip being described as follows:

Beginning at a point on the Northerly line of the Clear Lake Water Company Irrigation Canal, that is distant the following two courses from the Northeast corner of the Northwest one-quarter of said Section 34, No. 1, South 89°47'25" West, 1550.00 feet. No. 2, South 00°06'06" West, 770.00 feet, thence from said point of beginning, South 00°06'06" West 55.00 feet; thence South 16°37'23" East, 570.00 feet more or less to the intersection thereof with the Northeasterly projection of the Southeasterly tangent of an existing cul-de-sac, lying Northeasterly of an existing taxi way of the Yolo County Airport. The approximate center of said cul-de-sac bears South 58°00'00" West, 140.00 feet more or less from said point of intersection, said intersection point being the Southerly terminus of said strip of land.

Containing 0.9 acres of land.

FILED

SEP 28 1976

LAURENCE P. HENIGAN, Clerk
By DEBRA F. CONLEY
DEPUTY

AGREEMENT NO. 76- 128

(Joint Exercise of Powers Agreement for Grounds Maintenance Services)

Micro Fiched

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the ESPARTO COMMUNITY SERVICES DISTRICT, a community services district, hereinafter called DISTRICT,

W I T N E S S E T H:

WHEREAS, DISTRICT is a duly organized community services district, and has the powers set forth in § 61600(a) and (b) of the Government Code; and

WHEREAS, COUNTY is the owner of certain real property commonly known as the ESPARTO COMMUNITY PARK, a public park, which property is situated within the boundaries of DISTRICT; and

WHEREAS, DISTRICT owns the necessary equipment and machinery, and has personnel sufficient to perform the obligations set forth herein; and

WHEREAS, DISTRICT and COUNTY wish the services hereindescribed below be performed by DISTRICT for reasons of efficiency and mutual convenience and upon the considerations set forth herein; and

WHEREAS, the purpose of this agreement is to enable COUNTY and DISTRICT to provide the described services pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500, et seq.,

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE as follows:

1. DISTRICT shall, using its equipment, machines, and

personnel exclusively, perform the following services at and about said ESPARTO COMMUNITY PARK:

a) Perform all necessary maintenance and upkeep of said park, including mowing, trimming, watering, fertilizing, pruning the law, shrubs, and trees located in said park, and keeping the park area free from unsightly conditions and debris accumulations;

Micro Fiched

b) To supervise all working crews in the performance of said work;

c) To perform such other supervisory and planning duties as may be necessary to maintain a proper park area.

2. COUNTY shall pay to DISTRICT the sum of $1850 forthwith upon execution of this agreement, which sum shall compensate DISTRICT for all services to be rendered by DISTRICT for the period of one year from date hereof.

3. It is not contemplated by the parties hereto that any further sums shall be paid over by COUNTY to DISTRICT during the term of this contract, and it is not contemplated that DISTRICT shall at any time refund or return any of said money to COUNTY, save and except upon termination of this agreement before its full term; in that event, DISTRICT shall return to COUNTY a sum prorated to the unexpired term of this agreement.

4. This agreement shall be deemed effective on July 1, 1975, and shall continue until June 30, 1976, unless terminated by either party upon thirty (30) days' written notice.

5. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability which occurs by reason of anything done or omitted to be done by DISTRICT. Pursuant to Government Code § 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any matter not delegated to

BK

FILED

SEP 28 1976

LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

AGREEMENT NO. 76-129

(Joint Exercise of Powers Agreement for Grounds Maintenance Services)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the ESPARTO COMMUNITY SERVICES DISTRICT, a community services district, hereinafter called DISTRICT,

Micro Fiched

W I T N E S S E T H:

WHEREAS, DISTRICT is a duly organized community services district, and has the powers set forth in § 61600(a) and (b) of the Government Code; and

WHEREAS, COUNTY is the owner of certain real property commonly known as the ESPARTO COMMUNITY PARK, a public park, which property is situated within the boundaries of DISTRICT; and

WHEREAS, DISTRICT owns the necessary equipment and machinery, and has personnel sufficient to perform the obligations set forth herein; and

WHEREAS, DISTRICT and COUNTY wish the services hereindescribed below be performed by DISTRICT for reasons of efficiency and mutual convenience and upon the considerations set forth herein; and

WHEREAS, the purpose of this agreement is to enable COUNTY and DISTRICT to provide the described services pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500, et seq.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE as follows:

1. DISTRICT shall, using its equipment, machines, and personnel exclusively, perform the following services at and about said ESPARTO COMMUNITY PARK:

a) Perform all necessary maintenance and upkeep of said park, including mowing, trimming, watering, fertilizing, pruning the lawn, shrubs, and trees located in said park, and keeping the park area free from unsightly conditions and debris accumulations;

b) To supervise all working crews in the performance of said work;

Micro Fiched

c) To perform such other supervisory and planning duties as may be necessary to maintain a proper park area.

2. COUNTY shall pay to DISTRICT the sum of $2100 forthwith upon execution of this agreement, which sum shall compensate DISTRICT for all services to be rendered by DISTRICT for the period of one year from date hereof.

3. It is not contemplated by the parties hereto that any further sums shall be paid over by COUNTY to DISTRICT during the term of this contract, and it is not contemplated that DISTRICT shall at any time refund or return any of said money to COUNTY, save and except upon termination of this agreement before its full term; in that event, DISTRICT shall return to COUNTY a sum prorated to the unexpired term of this agreement.

4. This agreement shall take effect on July 1, 1976 and shall end on June 30th, 1977; provided, however, this agreement shall be renewed automatically for additional renewal terms of one year each unless notice of non-renewal is given in writing by either party at least thirty (30) days prior to the expiration of each term or renewal term.

5. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability which occurs by reason of anything done or omitted to be done by DISTRICT. Pursuant to Government Code § 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in

connection with any matter not delegated to COUNTY under this agreement.

Micro Fiched

6. Neither DISTRICT nor any officer or employee thereof is responsible for any damage or liability which occurs by reason of anything done or omitted to be done by COUNTY. Pursuant to Government Code § 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any matter not delegated to DISTRICT under this agreement.

7. This agreement is not assignable by DISTRICT in whole or in part without the written consent of COUNTY first had and obtained, and any purported assignment hereof without the written consent of COUNTY first had and obtained shall be null and void.

8. DISTRICT represents that it has authority by way of resolution of its board of directors to enter into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

ESPARTO COMMUNITY SERVICES DISTRICT, a community services district

BY _____

BY _____

XEROX XEROX EQUIPMENT

Effective March 1, 1975

FULL SERVICE MAINTENANCE AGREEMENT
COPIERS/DUPLICATORS/ACCESSORIES

YOLO COUNTY AGREEMENT NO. 76-130

Customer Name COUNTY OF YOLO CLERKS OFFICE

Installation Address COURTHOUSE Rm 200 WOODLAND, CA. 95695
(Location/Street) (City) (State) (Zip)

Billing Address SAME
(Location/Street) (City) (State) (Zip)

Customer's Purchase Order Number NONE

FILED
Micro Fiched
MAY 19 1978
LAURENCE P. HENIGAN, Clerk
By Debra Fe Conley
DEPUTY

EQUIPMENT DESCRIPTION

Mainframe

Product 7000

Type: X New or Remanufactured ☐ Reconditioned

☐ New Installations ☐ Conversion from Time and Materials

Mainframe Installation Date† / / Purchase Warranty Expiration Date† / /

Installation Date Total Copy Meter Reading† _____

Mainframe Serial Number† _____

Accessory

Product	Serial Number†	Purchase Warranty Expiration Date†
185 10 Bin Sorter		/ /
		/ /
		/ /
		/ /
		/ /
		/ /

Agreement made this 16th day of JUNE between COUNTY OF YOLO ("Customer") and Xerox Corporation ("Xerox").

Customer agrees to purchase, and Xerox agrees to provide, the Full Service Maintenance "FSM" described in Paragraph VI hereof for the Xerox Equipment identified above in accordance with the terms and conditions set forth herein and at the prices set forth in Xerox Corporation's published Full Service Maintenance Price List bearing the effective date of _____ Customer hereby acknowledges receipt of said price list.

†TO BE COMPLETED UPON INSTALLATION OF EQUIPMENT.

RECEIVED
MAY 19 1978
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

TERMS AND CONDITIONS

I. INITIAL TERM — This Agreement shall be for an initial term as described below:

A. New or Remanufactured Mainframe

1. New Installations — If the new or Remanufactured Mainframe is a new installation, this Agreement shall become effective at the expiration of the Mainframe purchase warranty ("the Warranty Expiration Date"), and shall continue for an initial term of:

(a) Five (5) years from the Warranty Expiration Date, or

(b) The running of the specified maximum number of copies* for the initial term from the Mainframe Installation Date, whichever occurs first.

2. Conversions From Time and Materials Rates — If the new or remanufactured Mainframe has not been subject to a Xerox Full Service Maintenance Agreement continually from the Warranty Expiration Date, this Agreement shall commence upon completion of the Xerox Renovation Process for Time and Material Conversions and shall continue for an initial term of:

(a) Five (5) years from the commencement date of this Agreement less the period of time elapsed from the Warranty Expiration Date to the commencement date of this Agreement, or

(b) The running of specified maximum number of copies* for the initial term from the Mainframe Installation Date less the number of copies run from the Mainframe Installation Date to the commencement date of this Agreement, whichever occurs first.

Only Mainframes which have been installed for less than two years from the Warranty Expiration Date or which have run from the Mainframe Installation Date, less than the specified maximum number of copies* for a term extension whichever occurs first, are eligible for Full Service Maintenance.

B. Reconditioned Equipment

Micro Fiched

1. New Installations — If the reconditioned Mainframe is a new installation, this Agreement shall become effective at the Waranty Expiration Date and shall continue for an initial term.

(a) Three (3) years from the Warranty Expiration Date, or

(b) The running of the specified maximum number of copies* for the initial term from the Mainframe Installation Date, whichever occurs first.

2. Conversions from Time and Materials Rates — If the Reconditioned Mainframe has not been subject to a Xerox Full Service Maintenance Agreement continually from the Warranty Expiration Date, this Agreement shall commence upon completion of the Xerox Renovation Process for Time and Materials Conversions and shall continue for an initial term of:

(a) Three (3) years from the commencement date of this Agreeement less the period of time elapsed from the Warranty Expiration Date to the commencement date of this Agreement, or

(b) The running of specified maximum number of copies* for the initial term from the Mainframe Installation Date less the number of copies run from the Equipment Installation Date to the commencement date of this Agreement, whichever occurs first.

Only Mainframes which have been installed for less than two years from the Warranty Expiration Date or which have run from the Mainframe Installation Date less than the specified maximum number of copies* for a term extension, whichever occurs first, are eligible for Full Service Maintenance.

II. TERM EXTENSION

If, during the last year of this Agreement's initial term or after the running of 80% of the specified maximum number of copies* for the initial term from the Mainframe Installation Date, Customer purchases Xerox' FSM Extension Renovation Process for the Mainframe and specifies on the Renovation Agreement that he desires to continue this Agreement beyond the initial term, this Agreement shall continue for an additional term of:

A. Two (2) years from the date of the expiration of the Agreement's initial term, or

B. The running of the specified maximum number of copies* for a term extension from the date of the expiration of the Agreement's initial term, whichever occurs first.

III. ACCESSORIES

Any accessory purchased from Xerox for which FSM pricing is available automatically shall be subject at the time of its attachment to Equipment or at the expiration of its purchase warranty, whichever occurs later, to the terms and conditions of this Agreement at the FSM prices then in effect. The term of the Agreement with respect to such accessories shall be concurrent with the term for the Mainframe. Renovation of any such accessory is not required when the Mainframe is renovated in order to qualify for the FSM term extension. Xerox, however, may terminate this Agreement upon written notice if any accessory is attached to the Equipment, which accessory, within 30 days prior to that attachment, was either: 1) subject to a FSM Agreement and more than five (5) years have elapsed from the accessory's Purchase Warranty expiration date; or 2) not subject to a FSM Agreement and more than two (2) years have elapsed from the accessory's Purchase Warranty expiration date. Xerox also may terminate this Agreement at any time upon written notice if any Xerox accessory attached to the Mainframe, and for which no FSM pricing is available, cannot, in Xerox' sole discretion, be maintained in good working order and Customer does not remove or replace such accessory upon notice from Xerox.

IV. TERMINATION

Customer shall have the right, at any time, to terminate the Agreement upon 90 days advance written notice to Xerox. Except as provided in Paragraphs III and X, Xerox shall not have the right to terminate this Agreement prior to the expiration of its term.

V. CHANGES

Xerox may change prices and all other terms and conditions, except for the term of the Agreement as specified in Paragraphs I and II, upon 90 days advance written notice to Customer.

VI. DESCRIPTION OF FULL SERVICE MAINTENANCE

A. During the contract term Xerox will maintain the Equipment in good working order in accordance with its service policy as amended from time to time. The Services will be of the same quality and timeliness as those same services when performed for Xerox' rental Customers. Service will include:

1. Unscheduled repairs during Xerox' normal working hours.
2. On-going maintenance.
3. Lubrication, cleaning and internal adjustments.
4. Replacement of parts which are unserviceable, as determined solely by Xerox, on an exchange basis with parts new or the equivalent to new in performance when used in the Equipment. Replaced parts will become the property of Xerox.

B. Xerox will provide After Hours Service, on an if available basis, at an incremental rate equal to the charges for After Hours Service to Xerox rental Customers in effect at the time the service is performed.

C. Xerox will install on-site engineering improvements bearing the internal Xerox designation "mandatory retrofit" which are placed on the same model of Xerox rental Equipment except that if the Equipment has not been subject to a Full Service Maintenance Agreement continually from the expiration of the Purchase Equipment Warranty, only such retrofits as are introduced by Xerox during the term of this Agreement will be installed.

D. Services not described herein (including, but not limited to, additional retrofits, services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices, exterior painting or refinishing the unit, the performance of normal operator functions as described in Xerox Operation Manual(s) or repair of damage or increase in service time resulting from operator neglect or unique applications) will be charged in accordance with Xerox Time and Materials rates then in effect.

E. Any Xerox accessory for which no FSM pricing is available and which is attached to the Mainframe will be serviced during the term of this Agreement as part of the normal service of the Mainframe. Such service will be of the same quality and timeliness as when performed for Xerox' rental Customers; however, in the event Xerox can no longer maintain such accessory in good working order, Xerox will notify the Customer to remove or replace such accessory.

F. If Xerox, in its sole discretion, cannot maintain the Equipment in good working order, Xerox shall replace such Equipment with another unit in good working order of the same product designation, provided that:

1. If the Equipment is replaced within two years from the Warranty Expiration Date, or before the running from the Mainframe Installation Date of the specified maximum number of copies* for a term extension, whichever occurs first, the replacement unit shall be a new or remanufactured unit where the original sold unit was new or remanufactured and shall be reconditioned where the original sold unit was reconditioned;

2. If the Equipment is replaced more than two years after the Warranty Expiration Date, or after the running from the Mainframe Installation Date of the specified maximum number of copies for a term extension, the replacement unit shall be a unit refurbished in accordance with the process used to refurbish Xerox' rental units;

3. If Xerox cannot maintain an Accessory for which FSM pricing is available in good working order, it shall replace that Accessory in accordance with the above conditions but shall have no obligation to replace the Mainframe and/or any Accessory which Xerox determines to be in good working order;

4. All placement, removal, transportation and rigging charges shall be paid by Xerox.

VII. FORCE MAJEURE

Micro Fiched

Xerox shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

VIII. WARRANTY

Other than the obligation of Xerox expressly set forth herein, Xerox disclaims ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. XEROX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

IX. INVOICING

A. Customer shall report Equipment meter readings to Xerox at the end of each month, on forms provided by Xerox. Xerox shall have free access to the Equipment to insure the accuracy of the meter readings.

B. Metered unit copy charges are invoiced post monthly, upon receipt of Customer's meter card, except that if the Customer's meter card is not timely received by Xerox the unit copy charges may be estimated by Xerox and invoiced accordingly. Terms of payment are "Net payment within 30 days from invoice date," contingent upon review and approval of Xerox' Credit Department.

C. The minimum monthly charge shall apply beginning with the first full calendar month of service hereunder and shall continue thereafter, provided that such minimum monthly charge shall be waived during the period of time Equipment is not at Customer's location for purposes of a renovation required to continue this Agreement beyond its initial term.

X. BREACH OR DEFAULT

If Customer does not pay the amounts due hereunder or breaches any of the terms of this Agreement, or if Customer ceases doing business as a going concern, or if a petition is filed by or against Customer under any of the provisions or chapters of the Bankruptcy Act or any Amendment thereto, or if Customer makes an assignment for the benefit of creditors or calls a general meeting of creditors, or attempts an informal arrangement or composition with creditors or if a receiver or any officer of a court is appointed to have control of any of the property, or if Xerox deems the Agreement to be in jeopardy or feels insecure, Xerox, in addition to any other legal remedies it may have, may terminate this Agreement effective upon written notice to Customer. Furthermore, Xerox may terminate this Agreement effective upon written notice in the event that the Equipment is placed in an area which violates Xerox' published space or electrical requirements, is moved beyond the extent designated in Xerox' price lists for such Equipment without prior written notice to Xerox and such move is by other than Xerox approved riggers, or is modified, damaged, altered or serviced by other than employees of Xerox.

XI. GENERAL

A. **Free Access:** Xerox shall have free access to the Equipment to perform services thereon.

B. **Taxes:** Customer agrees to pay all taxes including state and local sales or excise taxes however designated, levied or based on the service charges pursuant to this Agreement, and any taxes or amounts in lieu thereof paid or payable by Xerox in respect of the foregoing, exclusive of taxes based on net income.

C. **Equipment Operators:** Customer shall provide Equipment key operators for each shift of operation, and Customer shall present operators to Xerox at Xerox' training location nearest Customer's Service Address for instruction in the use of the Equipment.

D. **Availability of Service:** The services covered by this Agreement are available only within the continental limits of the United States, Alaska, Puerto Rico, Hawaii and Guam, and where service is available to Xerox' rental Customers.

E. **Notices:** All notices provided for herein shall be as follows:

To Customer: At the billing address shown above.

To Xerox: At its service location nearest Customer's installation address shown above.

F. **Assignment:** Neither the benefits nor the obligations of this Agreement are assignable without the written consent of Xerox.

G. **Headings:** The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions.

H. **Governing Law:** This Agreement will be governed by, and construed according to, the domestic laws of the State of New York.

I. **Entire Agreement:** This Agreement shall become effective only after execution by Customer and Xerox in the places provided below. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and Xerox with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders, in any other documents submitted to Xerox by Customer, or in representations made by Xerox personnel.

XEROX

*Maximum Number of Copies

Product	Copies – New/Remanufactured – Initial Term	Copies-Reconditioned – Initial Term	Copies – Term Extension
813	N/A	216,000	144,000
660	N/A	216,000	144,000
914	N/A	360,000	240,000
720	N/A	360,000	240,000
1000	N/A	360,000	240,000
3100	1,000,000	N/A	400,000
3100-LDC	1,000,000	N/A	400,000
4000	2,000,000	N/A	800,000
4500	3,000,000	N/A	1,200,000
2400	6,250,000	N/A	2,500,000
3600-I	6,250,000	N/A	2,500,000
3600-III	6,250,000	N/A	2,500,000
7000	6,250,000	N/A	2,500,000

Micro Fiched

XEROX CORPORATION

Customer YOLO COUNTY

By _____ By Dale Baker
Branch Service Mgr.

By Joseph Christofke Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Branch Manager

Date June 26, 1976 Date JUNE 22, 1976

Xerox Corporation
Xerox Square
Rochester, New York 14644

5008
XEROX® is a trademark of XEROX CORPORATION
Printed in U.S.A. 1-76

XEROX XEROX EQUIPMENT

Effective March 1, 1976

PURCHASE AGREEMENT

COPIERS/DUPLICATORS/ACCESSORIES

RECEIVED
MAY 19 1978
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAY 19 1978
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY DEPUTY

YOLO COUNTY AGREEMENT NO. 76-131

Customer Name County of Yolo

Installation Address Clerks Office, Room 200, Courthouse, Woodland, Ca. 95695

Billing Address P. O. Box 1098, Woodland, Ca. 95695

Equipment Type: ☒ New or Remanufactured ☐ Reconditioned

Micro Fiched

Equipment Description one 7000 copier and one 185 sorter

Equipment Purchase Price $25,565.00 plus 6% tax plus$79 transportation

THIS PORTION TO BE COMPLETED BY XEROX REPRESENTATIVE UPON INSTALLATION OF EQUIPMENT.

Equipment Serial Number _____

Equipment Installation Date _____

Customer's Purchase Order Number _____

Customer plans to maintain the Equipment by:

☒ Xerox Full Service Maintenance Plan
☐ Xerox Time and Materials Maintenance Plan
☐ Xerox Maintenance Training Plan for Customer's Personnel
☐ Other

FULL SERVICE MAINTENANCE – Comprehensive Equipment maintenance by Xerox is available through a separate Full Service Maintenance Agreement.

TIME AND MATERIALS MAINTENANCE – Xerox will provide maintenance service upon request based upon its time and materials charges in effect at the time service is performed.

MAINTENANCE TRAINING – Xerox will provide technical training upon request for Customer's personnel subject to the conditions and tuition rates in effect at time of enrollment. Selection of this training does not preclude Customer's utilization of time and materials maintenance, if desired.

Customer agrees to purchase, and Xerox agrees to sell and deliver, the Xerox Equipment described above ("the Equipment") in accordance with the terms, conditions and prices set forth on the reverse side and in the Xerox Commercial Sale Price List for Copiers/Duplicators/Accessories ("the Price List") in effect on the date the Agreement is accepted by Xerox.

TERMS AND CONDITIONS

·XEROX

1. PAYMENT.

Terms of payment are "Net payment within 30 days from invoice date," contingent upon review and approval of Xerox' Credit Department.

2. EQUIPMENT.

The Equipment furnished under this Agreement will be new, remanufactured or reconditioned as indicated on the previous page, and is warranted as set forth in Paragraph 8 below.

3. DELIVERY.

Customer shall accept delivery within the geographic area of the Xerox branch most proximate to the installation address in accordance with the delivery schedule quoted by Xerox and in no event later that 15 days after notification by that Xerox branch that the Equipment is available for delivery and installation. Delivery by Xerox shall be subject to availability of the Equipment and conditions beyond Xerox' control, including, but not limited to, work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences. If at the time of execution of this Agreement Customer requests delivery more than thirty days later than the delivery date quoted by Xerox, the Equipment Purchase Price shall be Xerox' Equipment price in effect at the time of actual delivery.

4. INSTALLATION.

The Equipment shall be installed by Xerox at the Installation Address shown on the face of this Agreement. Customer shall make available at that address a suitable place of installation, as specified by Xerox, with electrical service in accordance with UL requirements and the Price List. The "Equipment Installation Date" is the date on which the Equipment is determined by Xerox to be operating at that address in accordance with Xerox standards, unless Customer requests delivery of the Equipment without installation in which case the "Equipment Installation Date" shall be the date of delivery.

5. TRANSPORTATION, PLACEMENT, and RIGGING CHARGES.

Equipment transportation in, placement and rigging charges will be paid by the Customer. The charges are applicable to machines and accessories.

6. TAXES.

Customer agrees to pay all taxes, however designated, levied or based on the purchase price, including state and local privilege or excise taxes based on gross revenue, and all taxes or amounts in lieu thereof paid or payable by Xerox in respect of the foregoing, exclusive, however, of taxes based on net income. Any and all personal property taxes assessable on the Equipment after delivery shall be borne by Customer.

7. TITLE, SECURITY INTEREST.

Title to the Equipment shall pass to Customer on the "Equipment Installation Date." To secure the payment of all sums due or to become due Xerox under this Agreement, Xerox reserves a security interest in each of the machines or equipment sold hereunder and Customer hereby grants to Xerox a security interest in any substitutions, replacements and additions thereto. Customer agrees to execute any and all instruments necessary to permit Xerox to file and protect the security interest granted herein and further agrees that Xerox may file such security interests in any jurisdiction Xerox deems necessary. This reservation of security interest is in addition to any other remedies available to Xerox as a secured party pursuant to the Uniform Commercial Code. Customer also agrees this Agreement may be filed as a financing statement.

8. WARRANTY.

Xerox shall install the Equipment and keep it in good working order, and will make without additional charges all necessary adjustments, repairs and parts replacements (including drums and brushes) on an exchange basis, for a period of ninety days after the "Equipment Installation Date."

Service pursuant to the above warranties will be furnished by Xerox' service location nearest Customer during Xerox' normal working hours. Service after these hours, or outside the scope of these warranties, shall be furnished at Xerox' rates then in effect, including travel time by Xerox technical representatives beyond thirty miles from the Xerox service location nearest Customer.

Xerox shall not be responsible for failure to render warranty service due to causes beyond its control, including, but not limited to, work stoppages, fires, civil disobediences, riots, rebellions, acts of God, and similar occurrences. Xerox will not be required under these warranties to make adjustments, repairs or parts replacements in the event that the Equipment is placed in an area which violates Xerox' published space requirements or is improperly wired, or moved, modified, damaged or altered, or serviced by other than employees of Xerox. Xerox shall not be required to make adjustments, repairs or parts replacements if the Equipment is installed outside the continental limits of the United States, Alaska, Puerto Rico, Hawaii or Guam.

THE FOREGOING WARRANTIES ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XEROX WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

9. TRAINING.

Xerox will, at no additional charge, train in the operation of the Equipment, at its service location nearest Customer, those key operators designated by Customer prior to the initial installation of the Equipment.

10. SERVICE MANUALS.

One set of Xerox Service Manuals will be delivered, without charge, with the Equipment.

11. GENERAL.

This Agreement, including the Price List, shall constitute the entire agreement between Xerox and Customer with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders, in any other documents submitted to Xerox by Customer, or in representations made by Xerox personnel. It will be governed by and construed in accordance with the domestic laws of the State of New York.

Neither the benefits nor obligations of this Agreement are assignable without the written consent of Xerox.

This Agreement shall become effective only after execution by Xerox and Customer in the places provided below. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding.

XEROX CORPORATION
555 Capitol Mall #900
sacramento, Ca. 95814
Address

By Fred Christopher
Region Official

Date June 26, 1976

Yolo County
By David Pierce
Customer

Title CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Date June 22, 1976

39140

XEROX® is a trademark of XEROX CORPORATION.
Printed in U.S.A.

Book

By Barbara A. Rodgers Deputy

AGREEMENT NO. 76-132

DOCUMENT NO. 76-22

CONSENT TO RIGHT OF WAY AGREEMENT

Micro Fiched

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and JACK BRICKEY, hereinafter referred to as "Second Party".

WITNESSETH:

The Second Party hereby consents to the granting of an easement by the owner of record of the real property hereinafter described to the First Party for construction of a sewer line, over, under and across that certain real property in the County of Yolo, State of California, described as follows:

PARCEL 1A

A strip of land 15 feet in width, and being a portion of Parcel "C" as said Parcel appears on that certain Record of Survey filed for record in Maps and Surveys Book 8 at Page 59, Yolo County Records, said strip lying contiguous to and Westerly of the following described line:

Beginning at a point on the North line of said Parcel "C" as said Parcel appears on that certain Record of Survey, filed in Maps and Surveys Book 8 at Page 59, Yolo County Records, said point being the East one-quarter (¼) corner of Section 7, Township 8 North, Range 3 East M.D.B.&M.; Thence Southerly along the Easterly line of said Section 7, South 00°16'00" West, 1699.67 feet to a point; said point being the Northeasterly corner of Parcel B of the hereinabove mentioned Record of Survey and further being the Southerly terminus of the herein above described Parcel 1A.

Containing .585 acres of land.

PARCEL 2A

A strip of land 15 feet in width and being a portion of the hereinbefore mentioned Record of Survey filed in Maps and Surveys Book 8 at Page 59, Yolo County Records, said strip lying contiguous to and Northerly of the following described line:

Commencing at the Northeasterly corner of Parcel "B", as said Parcel appears on said Record of Survey; Thence from said point of Commencement along the Northerly line of said Parcel "B" North 89°38'00" West 15.03 feet to the TRUE POINT OF BEGINNING: Thence from said TRUE POINT OF BEGINNING North 89°38'00" West, 538.24 feet to a point; said point being the Westerly terminus of the hereinabove described Parcel 2A.

Containing .185 acres of land.

PARCEL 3A

Micro Fiched

A strip of land 35 feet in width, and being a portion of Parcel "C", as said Parcel appears on that certain Record of Survey filed for record in Maps and Surveys Book 8, at Page 59, Yolo County Records;

Beginning at a point on the North line of said Parcel "C", said point being the East one-quarter (¼) corner of Section 7, Township 8 North, Range 3 East M.D.B.&M.; Thence from said point of beginning Southerly along the East line of said Section 7, South 00°16'00" West 1699.67 feet to the Northeasterly corner of Parcel "B", as said Parcel appears on the hereinabove mentioned Record of Survey; Thence continuing along said Easterly line, South 00°16'00" West 35.00 feet; Thence leaving said Easterly line, South 89°38'00" East 35.00 feet; Thence parallel with and Easterly of said East line, North 00°16'00" East 1734.31 feet to the Northerly line of the hereinabove mentioned Parcel "C"; Thence Westerly along said Northerly line, North 89°03'10" West 35.00 feet to the point of beginning.

Containing 1.394 acres of land.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation of claims on this account, or on account of the location, grade or construction of the proposed public improvement, and specifically any claims arising out of condemnation suit number 32444 on file with the Superior Court of the County of Yolo, State of California.

2. The County shall:

Compensate "Second Party" for crop loss the total sum of $886.05.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

"SECOND PARTY"

Jack H. Brickey

JACK BRICKEY

/////

/////

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

RECOMMENDED FOR APPROVAL:

By Lloyd H Roberts
Director of Public Works
7-2-76

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

BOOK

RECEIVED
AUG 12 1976
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 76-133

FILED
AUG 12 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

CONSENT TO COMMON USE

Micro Fiched

THIS AGREEMENT, entered into this 22nd day of June, 1976, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Company", and the County of Yolo, hereinafter called "Agency",

WITNESSETH

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easement", described as follows:

1. The rights granted to Pacific Gas and Electric Company by Darrell T. Day and Wife by the deed dated November 29, 1956 and recorded in Book 502 of Official Records at Page 328, Yolo County Records.

and

WHEREAS, Agency has acquired certain lands for the purpose of realigning County Road 28H

Micro Fiched

in the vicinity of County Road 104, County of Yolo, hereinafter referred to as "Agency right of way", and

WHEREAS, the Agency right of way occupies a portion of Company's easement and is subject to said easement, which said portion is hereinafter referred to as "Area of Common Use" and is described as follows:

That portion of Company's easement shown by the heavy dashed line on Company's Drawing No. L-9-3-30, attached hereto and made a part hereof.

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. Company hereby consents to the construction, reconstruction, maintenance or use by Agency of the realignment of County Road 28H Micro Fiched over, along and upon Company's easement in the area of common use subject to Company's right and easement to use said area of common use for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company does not by this consent and shall not be deemed to subordinate its rights in the area of common use to any use which Agency shall make of said area.

2. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement or the priority thereof over the title of Agency in said area of common use. Both Agency and Company shall use said area of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or Company in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party.

3. Agency shall not decrease the ground-to-top of pipe clearance of Company's gas transmission line below the clearances required by General Order No. 112-C of the Public Utilities Commission of the State of California.

4. Agency shall notify Company's Division Gas Load Center Foreman, Mr. William H. Scott at (916) 443-1472, Sacramento, 48 hours prior to performing any work within said area of common use.

3. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

Micro Fiched

PACIFIC GAS AND ELECTRIC COMPANY

By L. E. Grasse
L. E. Grasse SUPERVISOR OF LAND RIGHTS

XXXXX _____

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Attest LAURENCE K. HENGAN, Clerk

By _____ DEPUTY

62-4203 2.73 (Corporation)

STATE OF CALIFORNIA

Micro Fiche

City and County of San Francisco

On this 12th day of July in the year 19 76 before me Lucille Mullen

a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared

L. E. Crasse

known to me to be the Supervisor of Land Rights

of the corporation that executed the within instrument, and to be the person... who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

Lucille Mullen

OFFICIAL SEAL
LUCILLE MULLEN
NOTARY PUBLIC CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires January 23, 1979

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this June 22, 1976, before me the undersigned County Clerk of the County of Yolo, personally appeared DAVID L. BARTON, CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22nd day of June, 1976.

LAWRENCE P. HENIGAN, Clerk

LAWRENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

3. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

Micro Fiched

PACIFIC GAS AND ELECTRIC COMPANY

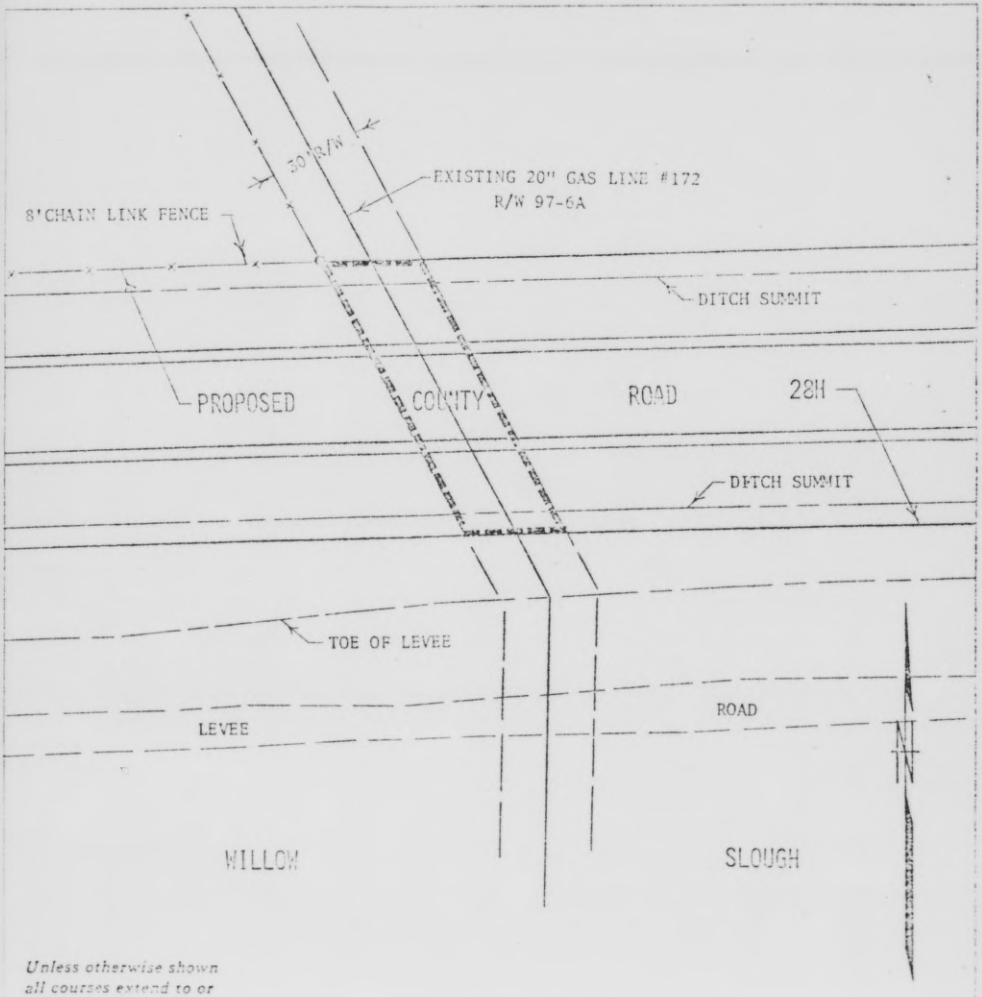
By L. E. Grasse
L. E. Grasse Supervisor of Land Rights

~~XXXX~~ _____

COUNTY OF YOLO

By _____
~~CHAIRMAN~~, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Attest LAURENCE P. HEN[illegible]
~~By~~ _____ DEPUTY



Unless otherwise shown all courses extend to or along boundaries or lines

CITY, RANCHO, SUBDIVISION, ETC.

CALIFORNIA COORDINATES ZONE / E / N / U.S.G.S. QUAD	LEGEND: △ CALCULATED COORD; ⊕ SCALED COORD	SCALE: 1"= 40'	SECTION: SEC. 30	TOWNSHIP: 9N	RANGE: 3E	MERIDIAN: MDB&M
		DATE: 5-17-76	COUNTY OF: YOLO			
			P.E.	ER. BY: AS	CH. BY:	
REFERENCES: CONSENT TO COMMON USE		PG&E	SACTO DIVISION	AUTHORIZATION		L-9-3-50 DRAWING NO.

Agreement No. 72-00558V
Amendment No. 2

FILED
JUN 22 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 76-134

AMENDMENT TO AGREEMENT

THIS AMENDMENT is made this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "County"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "Contractor").

Micro Fiched

RECITALS:

1. The parties have previously entered into an agreement for the Contractor to provide to County general chest clinic patient care by a duly licensed physician or physicians, from the pulmonary disease section of the University of California, Davis, School of Medicine for a total of ten (10) physician hours each and every month during the period July 1, 1974 through June 30, 1975. For and in consideration of such service, County agreed to pay to Contractor the sum of Two Hundred and Fifty Dollars ($250.00) per month.
2. Said agreement was subsequently amended to extend its term through June 30, 1976.
3. The parties desire to extend said agreement for an additional term of two (2) years commencing July 1, 1976.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 5 of said agreement shall be amended to read as follows:

"The term of this agreement shall commence on July 1, 1974 and shall terminate June 30, 1978 unless sooner terminated by either party upon thirty (30) days' notice to the other. Such notice shall be deemed to have been fully given when deposited in the United States mail, postage prepaid, and addressed to either party, respectively, as follows:

TO THE COUNTY OF YOLO:

B. Otis Cobb, M.D.
Acting Public Health Director
and Director of Mental Health
10 Cottonwood Street
Woodland, California 95695

TO THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Bruce P. Moore
Materiel Management Office
University of California
Davis, California 95616

Micro Fiched

2. All other terms and conditions of said agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

COUNTY OF YOLO

By DAVID L. BARTON
Chairman of the Board of Supervisors

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By
Bruce Moore, Materiel Manager, UCD

CHARLES R. MACK
COUNTY COUNSEL
BY:
CHIEF DEPUTY COUNTY COUNSEL

YOLO COUNTY AGREEMENT NO. 76-135

THIS AGREEMENT, made and entered into this 1st day of July, 1976, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Chief, Financial Management Branch, Department of Health, 76-55001

County of Yolo (Health Department)

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Micro Fiched

The terms and conditions stated in Exhibits A(F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

RECEIVED
SEP 20 1976
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
DEPUTY

CHARLES R. MACK
COUNTY COUNSEL
BY: [signature]
CHIEF DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

Department of Health

By [signature]

Assistant Chief
Financial Management Branch

CONTRACTOR

County of Yolo (Health Department)

By [signature]

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

P. O. Box 1101
Woodland, CA 95695

FOR DEPARTMENT OF GENERAL SERVICES USE ONLY

$ 3,126.00 | --- | --- | Federal | FY 1976-77

This Contract Exempt From
Department Of General Services
Approval Per SAM 1206
9/27/76

[signature] 9-20-76

[signature] 9/24/76

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

Micro Fiched

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Micro Fiched

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract)."*

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

Micro Fiched

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

Micro Fiched

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

Micro Fiched

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

CONTRACTOR: County of Yolo

CONTRACT #: 76-55261

VENEREAL DISEASE CONTROL PROJECT
July 1, 1976 - March 31, 1977
EXHIBIT D

1. The Contractor shall provide cultures for gonorrhea to 1563 asymptomatic persons at high risk as part of routine examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site List," which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.

Micro Filmed

2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that U.S.P.H.S. and California Department of Health treatment recommendations shall be observed.

3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.

4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty assigned to them as part of this contract.

6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of persons cultured, the number positive, the number inconclusive, and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of persons cultured shall exclude a double count of patients which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded but reinfections and patients returning for an examination after a three (3) month time period has elasped shall be included. Inconclusive tests shall include all cultures taken from patients which, for some reason, do not yield sufficient evidence upon which to judge the patient either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).

Micro Fiched

7. The Contractor agrees to discontinue charging the State for gonorrhea screening tests which are provided by participating health providers producing positive screening results at a rate averaging less than 2.2 percent over a period of three consecutive months.

8. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

9. The attached Exhibit A(F) entitled "Additional Provisions," is made a part hereof by this reference.

10. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

11. The standard price per culture test established under this contract is two dollars per culture.

12. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and bearing the number of the contract, for actual expenditures in accordance with the budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The number of patients cultured and the cost per culture shall be specified on the invoice; the number of patients cultured shall be in agreement with the accumulated total reported each month as required in Item 6 above.

Micro Fiched

Invoices shall be submitted directly to: Department of Health, VD Control Unit, 555 Capitol Mall, Suite 345, Sacramento, CA 95814, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

13. The period of this Contract shall be from July 1, 1976 through March 31, 1977.

14. This Contract is valid to the extent that the funds are made available by the U. S. Department of Health Education and Welfare for purposes of this Contract. The maximum payable under this Contract shall not exceed $3,126.00 for the period ending March 31, 1977.

15. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this Contract.

Micro Fiched

16. This Contract may be cancelled by either party upon thirty days' written notice.

Contractor: Yolo County

Contract #: 76-55261

Micro Fiched

EXHIBIT C

BUDGET

July 1, 1976 - March 31, 1977

OPERATING EXPENSES AND EQUIPMENT		
1,563 cultures @ $2.00/culture	$3,126	
Total Operating Expenses and Equipment	$3,126	$3,126
TOTAL BUDGET		$3,126

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

EXHIBIT D

DEPARTMENT OF HEALTH

SCREENING SITE LIST

GONORRHEA CONTROL PROJECT

Contractor: Yolo County

Contract #:

Month July 1, 1976-March 31, 19 77

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Incorrective	Number Positive Females Treated
Yolo County Health Dept. General Clinic 10 Cottonwood Street Woodland, CA	1d	782	Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Reculture			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated		Micro Fiched
Family Planning 327 College Street, Suite 102 Woodland, CA	5	400	Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Reculture			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Yolo General Hospital 170 W. Beamer Street Woodland, CA	2d	300	Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Reculture			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Salud Clinic 530 C Street Broderick	4d	300	Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Reculture			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		

* LEGEND

CD	Cancer Detection	Mil	Military
C/DC	Correction or Detention Center	NS	Not Specified
CHC	Community Health Center	OB-GYN	Obstetrics-Gynecology
FC	Free Clinic	PFP	Private Family Planning Group
FP	Family Planning	PMD	Private Medical Doctor
GHC	Group Health Clinic	Pren	Prenatal
HD	County Health Department	SHC	Student Health Center
Hosp	Hospital		

PM 139-A (3/75)

STATE OF CALIFORNIA—HEALTH AND WELFARE AGEN

DEPARTMENT OF HEALTH

EXHIBIT D

Contractor Yolo County

SCREENING SITE LIST

Contract #

GONORRHEA CONTROL PROJECT

Month July 1, 1976-March 31, 77

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Treated	Number Females Treated
TOTAL		1563	Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Reculture			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		Micro Fiched
Total: Initial GC Screening Cultures			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Total: Reculture: GC Screening			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Total: VD Clinic Recultures			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Grand Total GC Screening			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		
Totals for Female VD Clinic Reporting			Under 15 15–19 20–24 25–29 30–34 35 & over Not stated TOTAL		

*LEGEND

CD Cancer Detection
C/DC Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning
GHC Group Health Clinic
HD County Health Department
Hosp Hospital
Mil Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PFP Private Family Planning Group
PMD Private Medical Doctor
Pren Prenatal
SHC Student Health Center

PM 139 B (3/73)

BK

YOLO COUNTY AGREEMENT NO. [illegible]-136

EXTENSION OF AGREEMENT
COLLEGE WORK-STUDY PROGRAM

LAURENCE F. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

University of California, Davis
and
Off-Campus Employer
(COUNTY NO. (75-338))

Reference is made to the Agreement between County of Yolo Public Health Services (agency) Woodland (city)
and the Regents of the University of California, relative to the College Work-Study Program agreement dated Oct. 14, 1975. We wish to extend this agreement for one additional year, which would establish a termination date of June 30, 1977.

Micro Fiched

I understand that the employer's share of student wages for the 1976-77 fiscal year is 30%, with the remaining 70% paid with College Work-Study funds.

In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, I certify that I will not discriminate in the hiring and employment of students on the basis of race, color, national origin or sex.

for Barbara L. Stuttman
Allen G. Marr
Dean, Graduate Studies and Research

Name Dale P. Baltz
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Address

Date 6-22-76

PLEASE RETURN TO: Work-Study Coordinator, Financial Aid Office
University of California, Davis, CA 95616

CHARLES R. MACK
COUNTY COUNSEL
BY: [signature]
CHIEF DEPUTY COUNTY COUNSEL

P 27
5/76

BOOK

FILED

JUL - 6 1976

LAURENCE P. HANIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 76-137

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and BETTE BAKER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
   A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
   B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
   C. Coordinating patient and family care.
   D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
      1) Takes detailed health history.
      2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
      3) Orders necessary laboratory tests.
      4) Takes appropriate smear and cultures.
      5) Draws blood for test purposes.
      6) Gives immunizations.
      7) Diagnoses and treats common and/or relatively stable illnesses.
      8) Initiates prescriptions to be countersigned by the physician for medications other than narcotics or other dangerous drugs.
      9) Conducts growth and development testing.

10) Gives health instruction to patients and families.

11) Counsels patieht and families regarding total health needs.

12) Provides guidance and consultation to PHN staff PRN.

13) Refers patients to physician when appropriate.

14) Does problem-centered recording.

Micro Fiched

2. CONTRACTOR shall provide said services at all times as an independent contractor and not as an employee of the County of Yolo.

3. For said services, CONTRACTOR shall be paid the sum of TEN ($10) DOLLARS per hour for a maximum of 40 hours per week. Said payments shall be made by COUNTY to CONTRACTOR upon monthly submission of a claim to COUNTY detailing hours worked to date of claim, countersigned and approved by the Health Officer of COUNTY.

4. CONTRACTOR shall commence services on the 14th day of June, 1976, and shall continue to perform said services until the 15th day of August, 1976. During said period of time, CONTRACTOR shall work for a maximum of forty (40) hours per week.

5. Either party may terminate this contract upon delivery to the other party of thirty (30) days' notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

ATTEST:
LAWRENCE P. HENIGAN, CLERK

By Peter E. Lucas Deputy

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR -

Bette O. Baker
BETTE BAKER

BK

AGREEMENT NO. 76-138

(Agreement for Pediatric Staff Nurse) By Barbara Rodgers

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and VIRGINIA WALSH, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR is a licensed Registered Nurse with a pediatric certificate.
2. COUNTY has the need for said services of such a pediatric staff nurse for a limited period of time.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
   A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
   B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
   C. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
      (1) Does physical assessments, including dental, developmental and nutritional assessments;
      (2) Reviews records to determine the need for and administer necessary immunizations;
      (3) Obtains blood samples and performs analyses for hematocrits.
      (4) Performs "dipstick urinalysis";
      (5) Educates clients and parents relative to screening procedures;
      (6) Evaluates results of assessments;
      (7) When indicated initiates referral for diagnosis.
2. CONTRACTOR shall provide said services at all times as an independent contractor and not as an employee of the County of Yolo.

3. For said services, CONTRACTOR shall be paid the sum of SIX DOLLARS AND TWENTY-EIGHT CENTS ($6.28) per hour for a maximum of 40 hours per week. Said payments shall be made by COUNTY to CONTRACTOR upon monthly submission of a claim to COUNTY detailing hours worked to date of claim, countersigned and approved by the Health Officer of COUNTY.

Micro Fiched

4. CONTRACTOR shall commence services on the 28th day of June, 1976, and shall continue to perform said services until the 15th day of September, 1976. During said period of time, CONTRACTOR shall work for a maximum of forty (40) hours per week.

5. Either party may terminate this contract upon delivery to the other party of thirty (30) days' notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST
LAURENCE P. HENIGAN, CLERK
By _____ Deputy

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR -

Virginia M. Walsh
VIRGINIA WALSH

Book

FILED

AGREEMENT NO. 76-132

(Agreement Amending Agreement No. 75-256 For Physician Services)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and HOMER MATTHEWS, M.D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto wish to extend agreement No. 75-256 for a further fiscal year.

AGREEMENTS:

1. Agreement No. 75-256 is hereby extended through a new termination date of June 30, 1977.

2. All other provisions of said Agreement No. 75-256 are hereby incorporated by reference thereto and shall remain in full force and effect as written in said agreement for the term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political Subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAWRENCE P. HENIGAN, CLERK

BY _____

SEAL

_____
HOMER MATTHEWS, M.D.

8-13-76

CHARLES R. MACK
COUNTY COUNSEL

BY: _____
CHIEF DEPUTY COUNTY COUNSEL

BOOK

FILED

JUL 21 1976

LAURENCE P. HENIGAN, County Clerk

By ..... Deputy

AGREEMENT NO. 76-140

(Agreement Amending Agreement No. 75-325 Providing Psychiatric Inpatient Treatment Facility and Psychiatric Services)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Woodland Memorial Hospital, a non-profit corporation, hereinafter referred to as HOSPITAL,

Micro Fiched

W I T N E S S E T H

RECITALS:

1. The parties hereto wish to amend Agreement No. 75-325 so much of Agreement 3, Paragraph E, commencing with line 9 and ending with Line 17 of Page 5 in order to adjust the limits of Short-Doyle and Short-Doyle Medi-Cal funds available for Psychiatric Inpatient Facility Services rendered by the HOSPITAL.

AGREEMENT:

1. Agreement 3, Paragraph E, Line 12 on page 5 of Agreement No. 75-325 is hereby amended to read as follows:

of which $51,778 are Short-Doyle funds and $93,000 are

2. All other provisions of said Agreement No. 75-325 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political Subdivision of the State of California

BY Walter A. Bastian
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAWRENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

BK

AUG 27 1976

LAURENCE P. HENIGAN, Clerk

By Deborah E. Conley

AGREEMENT NO. 76-141

DEPUTY

ment - Mental Health Services Management Information Services)

THIS AGREEMENT made and entered into this 22nd day of June, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Scientific Time Sharing Corporation, hereinafter called STSC,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has the need for information processing services to assist the Yolo County Mental Health Services to design and implement a Management Information System (YCMIS) capable of meeting: a) the quarterly State reporting requirements effective July 1, 1976, and b) requirements specific to Yolo County as outlined in the Greenbush Study.
2. COUNTY has the need for computer resources to operate a Yolo County Management Information System (YCMIS).
3. STSC hereby represents that they have the expertise and resources to provide needed information processing services and computer services.
4. STSC agrees to perform the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Information Processing Services.

   A. STSC will render information processing services for COUNTY as stated in Exhibit A which are necessary for designing and implementing the Yolo County Management Information System (YCMIS) which is described in Exhibit A.

   B. STSC agrees to submit to Mental Health Services Task A (Functional Design Specification Document) for approval prior to proceeding with additional tasks.

   C. These services will start July 1, 1976, and be completed by November 15, 1976. The system will satisfy minimum State reporting requirements for COUNTY and other specific needs COUNTY has that will be defined and designed in Functional Design Specification Document.

   D. Given that COUNTY meets its requirements during implementation, STSC

will deliver each Phase per Functional Design Implementation Plan (FDIP). STSC will ensure that the system operates functionally as stated in the Functional Design Specification Document at no additional charge to COUNTY.

Micro Fiched

E. The programs developed under this agreement for the YCMIS are the sole property of the COUNTY unless the COUNTY instructs STSC to the contrary. Proprietary STSC programs (such as formating, Data I/A, and machine utilities) will be used to facilitate the implementation and are the property of STSC. STSC will assist COUNTY in transferring said YCMIS to the County Data Processing Department or other source in the future. This assistance will include the definition by STSC of STSC proprietary programs to facilitate their implementation using another source.

F. COUNTY is responsible to:

1. Provide all necessary terminals and communications equipment (telephone, modems) to operate YCMIS per the FDIP - see Exhibit A.
2. Have at least one County-designated person who will be responsible for meeting the County's manpower and man-time requirements as specified in the FDIP.
3. Have efficient personnel available for training and operating YCMIS as specified in the FDIP.
4. Review and accept within 10 days specified characteristics and capabilities delivered by STSC. COUNTY may extend testing and reviewing period by 10-day increments, for not more than two periods; however, these extensions may affect final delivery date.

2. Description of Computer Resources.

A. STSC will render computer resources for COUNTY as stated in Exhibit A which are necessary for supporting and operating the YCMIS which is described in Exhibit A. Said services will be rendered in two parts.

B. STSC agrees to provide all computer resources required in rendering the Information Processing Services described in Agreement 1 from July 1, 1976 - November 30, 1976.

C. STST agrees to provide all computer resources required to provide

ongoing support for operating and maintaining the established YCMIS.

3. Payment of Information Processing Services.

A. STSC shall be paid the sum of thirty thousand DOLLARS ($30,000) for information processing services as follows:

1. Initiation of Task A	$7,500
2. Completion of Task A Initiation of Task B and Task C	7,500
3. Completion of Task B Initiation of Task D and Task E	7,500
4. Completion of Task C, Task D, and Task E	7,500
	$30,000

Micro Fiched

B. Such payments shall be made by COUNTY upon submission of a claim to COUNTY countersigned and approved by the Mental Health Services' Program Chief

4. Payment of Computer Resources.

A. COUNTY agrees to pay compensation to STSC for the full range of services rendered pursuant to Agreement 2, Sub-paragraphs A through C as follows:

1. Sub-paragraph B	$12,000
2. Sub-paragraph C	Exhibit B

B. Such payments shall be made by COUNTY upon submission of a claim to COUNTY countersigned and approved by the Mental Health Services' Program Chief.

5. Relationship of Parties. STSC is not an agent or employee of COUNTY for any purpose, but an independent contractor. It is further understood that STSC is free to contract for similar services to be performed for others while under contract with COUNTY.

6. Amendments. The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by

the parties executing this Agreement or their successors in office.

7. Term. The term of this Agreement is from July 1, 1976, until cancelled and shall remain in full force and effect until terminated by either party upon sixty (60) days written notice to the other of such intention. In case of cancellation, STSC's responsibility will be: a) Under Agreement #1 to deliver the system as of the next 'window date' after termination and b) Under Agreement #2 to transfer said YCMIS to the County Data Processing Department or another source. COUNTY's responsibility is to reimburse the services rendered up to that window date or upon completion of transfer. Such notices may be given as follows:

Micro Fiched

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

Scientific Time Sharing Corporation
21243 Ventura Boulevard, Suite 240
Woodland Hills, California 91364

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

8-27-76

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

_____
SCIENTIFIC TIME SHARING CORPORATION

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

Agree 76-141

DEPARTMENT OF HEALTH
MENTAL HEALTH SERVICES

COUNTY OF YOLO

Woodland, California

95695

B. Otis Cobb, M.D., Director
Captane P. Thomson, M.D., M.S. Hyg., Program Chief

☐ 201 W. BEAMER, P.O. BOX 1217, WOODLAND, CA (916) 666-8305
☐ 213 W. BEAMER, P.O. BOX 1217, WOODLAND, CA (916) 666-8363
☐ 500 C ST. BRODERICK, CA 95605 (916) 372-3290
☐ 1070 5th ST., DAVIS, CA 95616 (916) 756-8604

RECEIVED
MAR 25 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

March 18, 1977

Micro Fiched

Robert C. Fick,
Vice President & Treasurer
Scientific Time Sharing Corporation
7316 Wisconsin Avenue
Pethesda, Maryland 20014

SUBJECT: YCMIS - Agreement No. 76-141

Dear Mr. Fick:

We accept your attached letter of February 25, 1977, as amending Agreement No. 76-141, made and entered into on June 22, 1976. Specifically, your letter amends Agreement No. 76-141 [illegible] Paragraph C, commencing with line 21 on page 3 and Agreement [illegible] Paragraph C, commencing with line 24 on page 2, on order to clarify the completion date by which the Yolo County Management Information System, which is described in Exhibit "A" of the Agreement, will be implemented.

All other provisions of said Agreement No. 76-141 shall remain in full force and effect as written. We accept your letter of February 25, 1977, amending our original agreement as indicated above.

If you have any question, please call Ken Walker at (916) 666-8363.

Sincerely,

CP Thomson

Captane P. Thomson, M.D.
Program Chief

B. Otis Cobb, M.D.
Director

BOC:CPT:KEW:wm
Attachment
cc: Pete Lucas
MHS-0000 File
76-17 Contract File

See Note on Back Page

Micro Fiched

Agreement No. 76-142

Joint Exercise of Powers Agreement
Between the County of Yolo and the Cities
of Yolo County - Woodland, Davis, and
Winters.

PETE E. LUCAS 1-29-76

Micro Fiched

This Agreement, dated for convenience June 22, 1976 between the County of Yolo (County) a political subdivision of the State of California and the Cities of Woodland, Davis, and Winters (Cities), being municipal corporations duly organized and existing under the laws of the State of California.

WITNESSETH:

Recitals

1. Pursuant to Title I of the Housing and Community Development Act of 1974 (PL93-383), $381,000 of Sacramento Area Metropolitan Discretionary Grant funds have been made available upon the preapplication by the County and local Cities for the purpose of improving public facilities, acquring land for low and moderate income housing and upgrading substandard housing.

2. The parties hereto have determined that it is in the public interest to submit a joint final application for said funds and have reviewed and hereby endorse and join in the final application of County for said funds as listed attached hereto as Exhibit A.

3. The parties recognize and accept that a joint powers agreement is the most conveinent and advantageous means of applying for said grant.

4. Pursuant to Article I, Chapter 5 of Title I of the Government Code of the State of California, any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

Agreements

Section One - Purpose: This agreement is made pursuant to the provisions of Atricle I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the Cities and the County. The Cities and the County each possess the powers referred to and recited herein. This purpose of this agreement is to exercise such powers by applying to the United States Department of Housing and Urban Development for federal assistance to alleviate community development and housing problems common to each

of the parties hereto, pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383). Such purpose will be accomplished, and said common powers exercised in the manner hereafter set forth.

Micro Fiched

Section Two - Term: This agreement shall become effective as of the date hereof, and shall continue in full force and effect for the program year covered by the 1976-1977 fiscal year application for federal assistance, and may be extended for periods of one or more program years by mutual agreement from all parties. Nothing in this agreement shall preclude any city or county from filing its own application for Housing and Community Development funds in subsequent years.

Section Three - Designation of the County of Yolo: The County of Yolo is hereby designated to act on behalf on the parties hereto in all matters relative to the application for federal assistance through the Housing and Community Development Discretionary Block Grant program. This agreement and the restrictions contained herein shall apply only to the final grant application dated July 27, 1976, a summary of which is attached hereto marked Exhibit "A" and incorporated herein by reference with amendments thereto that may occur during the application process.

Section Four - Duties of the County of Yolo: It is hereby agreed that the County of Yolo shall perform the following acts and functions during the pendency of this agreement:

A. Submit, as applicant, on its behalf and on behalf of the Cities, an "application for federal assistance" and all supporting documents or such documents as are necessary to secure a federal grant in an amount and for the purpose set forth in Exhibit "A" attached hereto.

B. Said "application for federal assistance" shall be submitted in accordance with HUD regulations and applicable federal and state laws.

C. Upon receipt of grant monies, the County shall disburse funds for which the grant was requested to the Cities.

D. County shall provide administrative and fiscal support for the application for and obtaining of said grant, as well as the disbursement of monies upon receipt.

E. County agrees to periodically call staff meetings of the Citie's managers or designated representatives to review the progress of the final application, projects and expenditures of funds.

These meetings shall be called Technical Housing and Community Development Advisory Staff meetings. The Director of the Housing Authority will be included in these meetings.

Micro Fiched

Section Five - Responsibilities of Cities: It is hereby agreed that the Cities shall perform the following acts and functions during the term of this agreement:

A. Upon receipt of grant monies, shall expend such monies in furtherance of the projects specified attached hereto and marked Exhibit "A"

B. Be authorized to implement said projects upon receipt of said funds from County.

C. Be responsible for all grant monies received and shall provide such reports as are required by the Federal Government for their respective programs.

D. Be responsible for fulfilling the requirments and regulations as set forth by the Federal Government

Section Six - Mutual Obligations: It is mutually agreed that the parties hereto shall be bound by the assurances, a copy of which it attached hereto, marked Exhibit "B" and incorporated herein by reference.

Section Seven - Disposition of Assets: At the end of the term hereof, or upon earlier termination of this agreement by the mutual agreement of the parties hereto, title to any funds not disbursed in accordance with Section Four hereof, shall automatically rest in County which shall dispose of said funds in accordance with applicable HUD or federal regulations and instructions. All other property or funds loaned or given in furtherance of this agreement shall be returned to the parties in proportion to the contribution made.

Section Eight - Miscellaneous

A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

B. Whenever in this agreement, any consent or approval is required, the same shall not be unreasonably withheld.

C. The parties hereto shall provide for strict accountability of all funds and shall keep records of all receipts and disbursements.

D. This agreement is made in the State of California, under the constitution and laws of said State, and is to be so construed.

Micro Filmed

E. The executed agreement will be accompanied by certified resolutions from each participant City and County authorizing agreement execution.

F. An opinion of County Counsel will also be submitted citing the authority the County and Cities have to enter into this agreement, referenced as Exhibit "C".

Section Nine - Servability: Should any part, term, or provision of this agreement be, by the courts, decided to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable and ineffectual, the validity of the remaining portions of the provisions shall not be affected thereby.

Section Ten - Successors: This agreement shall be binding upon and shall insure to the benefit of the successors of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunder duly authorized and their official seals to be thereto affixed as of the day and year just above witnessed.

County of Yolo

By Dal Baker
Chairman, Board of Supervisors

Approved as to Form

By
County Counsel of Yolo County
Deputy

City of Woodland

By_____

City of Davis

By_____

City of Winters

By_____

EXHIBIT A

GRANT APPLICATION SUMMARY

Micro Fiched

YOLO COUNTY	**AMOUNT**
To provide storm drainage, curbs and gutters within a selected four block area of Dryte	$ 66,000
DAVIS CITY	
To acquire land in neighborhoods for construction of 6 low income energy-conserving housing units.	40,000
WINTERS CITY	
To provide street reconstruction projects in designated target areas	150,000
WOODLAND CITY	
To provide a residential rehabilitation program	65,000
To acquire land for low-and moderate income housing	60,000
Total Grant Application	$381,000

EXHIBIT B

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ASSURANCES

The applicant hereby assures and certifies with respect to the grant that:

(1) It possesses legal authority to apply for the grant, and to execute the proposed program.

(2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and designating the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(3) It has complied with all the requirements of OMB Circular No. A-95 as modified by Sections 570.300(c) (for entitlement applicants) or 570.400(d) (for discretionary applicants) and that either:

Micro Fiched

(i) any comments and recommendations made by or through clearinghouses are attached and have been considered prior to submission of the application; or

(ii) the required procedures have been followed and no comments or recommendations have been received.

(4) Prior to submission of its application, the applicant has:

(i) provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements.

(ii) held at least two public hearings to obtain the views of citizens on community development and housing needs; and

(iii) provided citizens an adequate opportunity to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the application.

(5) Its chief executive officer or other officer of applicant approved by HUD:

(i) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to the applicant's proposed program pursuant to 24 CFR 570.604; and

(ii) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

(6) The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low or moderate income families or aid in the prevention or elimination of slums or blight. Where all or part of the community development program activities are designed to meet other community development needs having a particular urgency, such needs are specifically described in the application under the Community Development Plan Summary.

(7) It will comply with the regulations, policies, guidelines and requirements of Federal Management Circulars 74-4 and 74-7, as they relate to the application, acceptance and use of Federal funds for this federally assisted program.

(8) It will administer and enforce the labor standards requirements set forth in Section 570.605 and HUD regulations issued to implement such requirements.

(9) It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Federal Management Circular 74-7.

(10) It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards.

(11) It will comply with:

(i) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(ii) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.

(iii) Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

(iv) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

(v) Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally - assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.

Micro Fiched

(vi) Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

(12) It will

(i) In acquiring real property in connection with the community development block grant program, be guided to the greatest extent practicable under State law, by the real property acquisition policies set out under Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the provisions of Section 302 thereof;

(ii) Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Act; and

(iii) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations (24 CFR Part 42).

(13) It will

(i) Provide fair and reasonable relocation payments and assistance in accordance with Sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and applicable HUD regulations (24 CFR Part 42), to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property for an activity assisted under the program;

(ii) Provide relocation assistance programs offering the services described in Section 205 of the Act to such displaced families, individuals, partnerships, corporations or associations in the manner provided under applicable HUD regulations;

(iii) Assure that, within a reasonable time prior to displacement, decent, safe, and sanitary replacement dwellings will be available to such displaced families and individuals in accordance with Section 205(c)(3) of the Act, and that such housing will be available in the same range of choices to all such displaced persons regardless of their race, color, religion, national origin, sex, or source of income;

(iv) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations, and

(v) Carry out the relocation process in such a manner as to provide such displaced persons with uniform and consistent services, including any services required to insure that the relocation process does not result in 5 different or separate treatment to such displaced persons on account of their race, color, religion, national origin, sex, or source of income.

(14) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(15) It will comply with the provisions of the Hatch Act which limit the political activity of employees.

(16) It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

EXHIBIT C

COUNTY OF YOLO

P.O. Box 127
Woodland, California
95695

CHARLES R. MACK, COUNTY COUNSEL
WALTER L. COLBY, Chief Deputy
ROBERT A. RUNDSTROM, Deputy
C. LEE HUMES, Deputy
Room 306 - Courthouse
Telephone: 916-666-8211

June 2, 1976

Micro Fiched

Erwin W. Meier
County Executive
County of Yolo
Courthouse
Woodland, California

RE: Joint Powers Agreement

Dear Mr. Meier:

This letter constitutes the opinion of this office with regard to the legal authority for the County of Yolo and the Cities of Woodland, Davis and Winters to execute a joint powers agreement for the purpose of applying for a federal grant for the 1976-77 fiscal year pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383).

Government Code § 6500, et seq. authorize public agencies, including the County and the Cities, to jointly exercise any power common to them. This joint exercise may be accomplished by means of a joint powers agreement executed by them.

Government Code § 53703 authorizes a County or a City to do all acts necessary to participate in a program authorized by a federal housing act.

Since by virtue of Government Code § 53703 the County and the cities separately are authorized to apply for the funds in question, they may enter a joint powers agreement to make a joint application, by virtue of Government Code § 6500, et seq.

Yours truly,

CHARLES R. MACK
COUNTY COUNSEL

CRM:ewa

AGREEMENT NO. 76 - 143

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE II

FILED
AUG 4
LAURENCE P. HENIGAN, Clerk
By DEBRA S. CONLEY

Sub-Grantee Name United Christian Centers of the Greater Sacramento Area Micro Fiched	
Address P. O. Box 8108	
City Sacramento, CA 95818	Phone: 452-5715
Program Director Gwen Dunbar, President George Turner, Executive Director	Date of Modification July 1, 1976

The Sub-Grant between the parties, Yolo County Agreement No. 75-293 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase
   ~~Xxxxxxx~~ of $ 920 .

2. The grant period orginally starting on 10/1/75 and ending on 6/30/76 is extended from 7/1/76 to 9/30/76 .

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

United Christian Centers of the Greater Sacramento Area, Inc. (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Signature of Authorized Officer) Gwen Dunbar President, Board of Directors (Typed Name & Title of Authorized Officer)	DAVID L. BARTON, CHAIRMAN BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY _____ DEPUTY

(SEAL)

July 1, 1976

LISTING OF POSITIONS

CETA TITLE II

BRODERICK CHRISTIAN CENTER

Micro Fiched

	Position	Salary & Benefits 7/1/76 - 9/30/76
One	Driver	$ 1,908
One	Secretary/Receptionist	1,695
Two		
	TOTAL	3,603
Projected Unencumbered Balance @ June 30, 1976		2,683
Increase this Modification		$ 920

FILED
JUN 29 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76- 144

(Agreement to Provide Pathologist Services)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LESLIE B. HADFY, M. D., hereinafter called PATHOLOGIST,

Micro Fiche

W I T N E S S E T H:

WHEREAS, the County of Yolo requires the services of a Pathologist, and also professional guidance in the operation of the hospital laboratory; and

WHEREAS, the PATHOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the provision of pathological services at the County hospital and the provision of professional guidance in the operation of the hospital laboratory during the term hereof,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows:

FIRST: The PATHOLOGIST shall provide services in his professional specialty upon direction to do so by the Medical Director of COUNTY or the physician on call acting for the Medical Director for patients receiving treatment at Yolo General Hospital determined by COUNTY to be medically indigent.

SECOND: The PATHOLOGIST shall be on call for the performance of autopsies when required by the Medical Director or his designated representative.

THIRD: The PATHOLOGIST shall assist the Medical Director in the technical operation of the hospital laboratory and set up procedural methods and standards for the laboratory, subject to review and approval by the Medical Director.

Micro Fiched

FOURTH: All non-medical personnel required for the proper operation of the hospital laboratory shall be selected and employed by the hospital; however, the PATHOLOGIST may be an additional member of the medical staff appointed to aid in the review of credentials in hiring of laboratory technicians.

FIFTH: The PATHOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules, and Regulations, and shall be granted such privileges as may be recommended by the Governing Board of the Hospital.

SIXTH: COUNTY shall pay PATHOLOGIST as follows:

A. Compensation at the same rate PATHOLOGIST charges to Health Insurance for the Aged patients for services as a physician in his professional specialty rendered to persons determined by COUNTY to be medically indigent;

B. The sum of FOUR HUNDRED ($400) DOLLARS per month for assistance in the technical operation of the laboratory.

C. ONE HUNDRED ($100) DOLLARS per authopsy performed and report rendered.

SEVENTH: In the performance of the work, duties and obligations devolving upon him during this agreement, it is mutually understood and agreed that the PATHOLOGIST is at all times acting and performing as an independent contractor practicing his profession of medicine and surgery and specializing in pathology; that COUNTY shall neither have nor exercise any

control or direction over the methods by which PATHOLOGIST shall perform his work and functions excepting that said PATHOLOGIST does by this agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practices in his professional specialty, and that the sole interest of the COUNTY is to assure that said pathological work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

Micro Fiched

EIGHTH: In the event there is any disagreement between PATHOLOGIST and the hospital, such disagreement shall be referred to the Executive Committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board whose action shall be final. COUNTY expressly agrees that the work of the PATHOLOGIST may be done by such assistant pathologists as the PATHOLOGIST may employ, or associates or partners in practice with PATHOLOGIST, so long as approval of the COUNTY is obtained prior to such practice by assistant pathologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by the PATHOLOGIST of any rights under this agreement and such assignment is expressly prohibited.

NINTH: Any of the matters of agreement herein contained may be altered from time to time by the written consent of the parties without in any way affecting the remainder.

TENTH: COUNTY shall permit PATHOLOGIST to provide services as a physician in his professional specialty to patients receiving treatment at Yolo General Hospital upon referral of a physician at Yolo General Hospital, and COUNTY shall perform clerical services for PATHOLOGIST including providing names, addresses, responsible parties, and insurance information;

provided, however, COUNTY shall not be responsible for the collection of PATHOLOGIST's accounts for such services or for the accuracy of the information provided.

Micro Fiched

ELEVENTH: This agreement shall take effect and be in force on July 1, 1976 and shall terminate on June 30, 1977, and this agreement may be terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

THIRTEENTH: This agreement supersedes Agreement No. 75-191.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
LESLIE B. HADFY, M. D.

FILED
JUN 29 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76-145

(Radiologist Agreement)

THIS AGREEMENT made and executed in quadruplicate at Woodland, California, as of the 29th day of June, 1976, by and between the COUNTY OF YOLO for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and RADIOLOGICAL CONSULTANTS, INC., a corporation, hereinafter designated as RADIOLOGIST,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY requires the services of RADIOLOGIST in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of radiology.

SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the medical staff by-laws, rules and regulations, and shall be granted such privileges as may be recommended by the medical staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the governing board of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY; however, RADIOLOGIST may be an additional member of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing approval or disapproval in hiring of an X-Ray Technician.

Micro Fiched

FOURTH: RADIOLOGIST shall provide at Yolo General Hospital RADIOLOGIST's services including reading of films, dictating a report, performing fluoroscopies and other special procedures normally performed by a radiologist to patients determined to be Yolo County indigents, employees of COUNTY in connection with County physicial examinations, persons in the custody of the Sheriff, in accordance with a schedule of services made by the Hospital Administrator of COUNTY. COUNTY shall pay RADIOLOGIST a flat charge of ONE THOUSAND DOLLARS ($1,000) Per each month scheduled and performed. RADIOLOGIST shall not obtain compensation from any person other than the County of Yolo for services rendered to employees of COUNTY in connection with County physical examinations, persons in the custody of the Sheriff, Yolo County indigent patients; however, as to other patients, RADIOLOGIST may seek compensation for his services and COUNTY shall provide radiology with necessary billing information.

FIFTH: If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGIST or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the executive committee of the Yolo General Hospital Medical Staff, and its decision in that regard shall be final.

SIXTH: In the performance of the work, duties and obligations devolving upon him under this agreement, IT IS MUTUALLY UNDERSTOOD AND AGREED that RADIOLOGIST is at all times acting and performing as an independent contractor practicing his profession

of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGIST shall perform his work and functions excepting that RADIOLOGIST does by this agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

Micro Fiched

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGIST such disagreement shall be referred to the executive committee of the Yolo General Hospital medical staff for recommendation to the governing board of COUNTY, whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologist as RADIOLOGIST may employ, or associates or partners in practice with RADIOLOGIST, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by RADIOLOGIST of any rights under this agreement, and such assignment is expressly prohibited.

EIGHTH: This agreement shall be in effect for a period beginning July 1, 1976 and ending June 30, 1977, but may be terminated earlier by either party giving the other thirty days' notice in writing of said earlier termination date.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers thereunto duly authorized and RADIOLOGIST has executed this

agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO for the Yolo General Hospital

BY DAVID L. BARTON
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS
DEPUTY

(SEAL)

Micro Fiched

RADIOLOGICAL CONSULTANTS, INC., a corporation

BY G. Robert Hanson M.D.
G. ROBERT HANSON, M. D.
President and Treasurer

BY John A. Hicks, M.D.
JOHN A. HICKS, M. D.
Vice President and Secretary

FILED

JUN 29 1976

LAURENCE P. HENIGAN, Clerk

By BARBARA A. ROGERS Deputy

AGREEMENT NO. 76- 146

(Agreement for Physician Services)

Micro Fiched

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients and emergency patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient and emergency services and care to patients as assigned by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every second day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

Micro Fiched

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $5,000,000 aggregate.

d. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service under this contract or contracts superseded hereby. In the event PHYSICIAN ceases to provide services as a hospital-based physician at Yolo General Hospital under this contract or other relation with COUNTY, PHYSICIAN shall be paid for the unused portion of the accrued vacation.

e. To provide sick leave allowance to be accrued at the rate of one day of sick leave with pay for each month of service; provided, however, that sick leave earned during the first six (6) months of service under this contract or contracts superseded hereby shall not be available to PHYSICIAN until after the expiration of said first six (6) months. No payment for accumulated sick leave shall be made upon termination of the contract

relation.

3. IT IS MUTUALLY AGREED AS FOLLOWS: Micro Fiched

a. The term of this agreement shall commence on July 1st, 1976, and shall terminate on June 30th, 1977; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty (30) calendar days before the date of termination.

b. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

c. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

d. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of

the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

e. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

4. This agreement supersedes any and all prior agreements heretofore entered into by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____ MD
STANLEY SCHILLING, M.D.

BK

FILED
JUL 19 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley

AGREEMENT NO. 76-147

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DANIEL M. D'AMICO, M. D., hereinafter referred to as PHYSICIAN,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and orthopedic surgeon.
2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician and orthopedic surgeon.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training, specialty, and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, out-patients, and emergency patients of COUNTY at Yolo General Hospital. The staff time of PHYSICIAN shall include treatment of in-patient, out-patient, and emergency patients, and appropriate follow-up care, as assigned by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:
   A. To pay PHYSICIAN for services rendered at the Medi-Cal rates which are in effect as of the date of rendering of said services, and which are applicable to the services rendered, less the amount of insurance premiums paid by COUNTY as hereinafter specified.

B. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render the professional services which are the subject of this agreement during the performance of this agreement and at no other time; said insurance to have policy limits of $1,000,000 for each occurrence and $5,000,000 aggregate. Premiums for said malpractice insurance shall be deducted from the monetary compensation due to PHYSICIAN from COUNTY pursuant to Paragraph A above, utilizing the following formula; The amount of insurance premiums deducted pursuant to this paragraph shall be determined by dividing the base full time insurance premium equivalent to one full time physician under the terms of the COUNTY's malpractice insurance policy by the fractional percentage of full time service which PHYSICIAN has rendered during the applicable pay period. By way of example, if PHYSICIAN works one-half the number of hours that a full time County staff physician works during the applicable pay period, the monetary compensation due PHYSICIAN shall be deducted by the sum which is equivalent to one-half the proportion of insurance premium which is allocable to one full time physician for the pay period in question.

Micro Fiched

C. Said compensation shall be paid by COUNTY to PHYSICIAN upon submission by PHYSICIAN to the Medical Director of a claim detailing the time spent in services rendered, using the appropriate Medi-Cal designation for said services. The Medical Director shall enter on said claim the appropriate insurance premium deduction pursuant to Paragraph B. hereof, and if otherwise appropriate, shall approve the same for payment by the County Auditor.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. The term of this agreement shall commence on July 1, 1976, and shall terminate on June 30th, 1977; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty calendar days before the date of termination.

Micro Fiched

B. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

C. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

D. IT IS AGREED and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an

independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

E. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

_____
DANIEL M. D'AMICO, M. D.

FILED

JUN 29 1976

LAURENCE P. HENIGAN, Clerk

By..... Deputy

AGREEMENT NO. 76- 148

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and a group of licensed physicians doing business as MERIDIAN ASSOCIATES, INCORPORATED, a corporation, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H: Micro Filmed

1. SERVICES.

In order to provide quality outpatient and emergency care on a prompt and continuing basis available at all times at Yolo General Hospital to the community, CONTRACTOR agrees to provide the professional services of duly licensed physicians for the Emergency and Outpatient Departments of Yolo General Hospital on a 24-hour-a-day basis, seven days a week, subject to the operation of the Outpatient Department five days each week except in those weeks in which a legal holiday occurs. Physicians of CONTRACTOR on duty are not required to be more than one physician at any one time except and subject to prior approval of the Hospital Administrator. In the event of an emergency, CONTRACTOR may provide additional physician coverage subject to notification to the Hospital Administrator within forty-eight (48) hours.

2. TERM.

The term of this Agreement shall commence on July 1, 1976; provided, however, that the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this Agreement during the original term or any renewal term

by giving written notice thereof on the other party at least sixty (60) calendar days before the date of termination.

3. NOTICES.

Any notice to be given to CONTRACTOR may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

4. STATUS.

Micro Fiched

In the performance of the work, duties and obligations devolving upon him under this contract, CONTRACTOR is at all times acting and performing as an independent contractor practicing the profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform his work and functions, except that CONTRACTOR does by this Agreement agree to perform the work and functions at all times in strict accordance with currently approved methods and practices in the profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed and CONTRACTOR makes the following statement of contract status for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. CONTRACTOR is retained pursuant to this Agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. CONTRACTOR receives compensation from COUNTY pursuant to this Agreement which by virtue of this Agreement fully compensates CONTRACTOR for all services performed at

Yolo General Hospital Emergency and Outpatient Departments.

As a hospital-based physician at the Yolo General Hospital, CONTRACTOR will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by CONTRACTOR for such patients in Yolo General Hospital during the term of this Agreement will be undertaken within the course and scope of the provisions of this Agreement with the County of Yolo.

Micro Fiched

CONTRACTOR hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from CONTRACTOR at the Yolo General Hospital pursuant to this Agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

5. COMPENSATION.

COUNTY agrees to pay CONTRACTOR at the rate of Twenty-one ($21) Dollars per hour for physician services provided in Yolo General Hospital Emergency and Outpatient Departments. CONTRACTOR shall submit monthly statements, listing hours of physician services provided each day as soon as practicable after each month of service. COUNTY agrees to make payment within ten (10) working days following receipt of CONTRACTOR's monthly statement.

6. STAFF MEMBERSHIP

In accordance with and subject to the Constitution and

By-Laws of the Hospital Medical Staff, all physicians performing services for CONTRACTOR pursuant to provisions of Paragraph 1 hereof shall apply for appointment to the Medical Staff in accordance with Medical Staff By-Laws, Rules and Regulations. Notwithstanding the provisions of Paragraph 2 above, this Agreement may be terminated immediately if the staff appointment of any such physician of CONTRACTOR is revoked for cause upon the recommendation of the Medical Staff and that physician is not replaced by CONTRACTOR within two weeks of the date of revocation of his membership.

7. LIABILITY INSURANCE.

Micro Fiche

COUNTY shall obtain professional liability insurance covering services rendered in the Emergency and Outpatient Departments by CONTRACTOR physicians pursuant to Paragraph 1. Physicians providing service under this Agreement shall be insured as additional insured by appropriate amendment to the existing COUNTY malpractice and liability insurance policy.

8. APPRECIATION.

COUNTY appreciates the willingness of CONTRACTOR to provide physician services in the emergency caused by the difficulty in obtaining full time physicians for Yolo General Hospital physician service and requests CONTRACTOR's continuing assistance to recruit full time physicians to alleviate this emergency.

9. CONTRACT ADMINISTRATION.

The Hospital Administrator shall be responsible for the administration of this Agreement, approval of compensation statements, and such other matters of hospital service related to the mutual and satisfactory service of this Agreement subject to the hospital rules, State law, and policies

of the Board of Supervisors.

10. This agreement supersedes Agreement No. 75-173.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

MERIDIAN ASSOCIATES, INCORPORATED, a corporation

BY _____

BY _____

BY _____

FILED

JUN 2 9 1976

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76- 149

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and PAUL ROSCHEN, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.

Micro Fiched

2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to inpatients and emergency patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include inpatient and emergency services and care to patients as assigned by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every second day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.
2. In consideration of the mutual covenants and agreements herein

contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $ 5,000,000 aggregate.

Micro Fiched

c. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service under this contract or contracts superseded hereby. In the event PHYSICIAN ceases to provide services as a hospital-based physician at Yolo General Hospital under this contract or other relation with COUNTY, PHYSICIAN shall be paid for the unused portion of the accrued vacation.

d. To provide sick leave allowance to be accrued at the rate of one day of sick leave with pay for each month of service. No payment for accumulated sick leave shall be made upon termination of the contract relation.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1, 1976, and shall terminate on June 30, 1977; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement

during the original term or any renewal term by giving written notice thereof on the other party at least thirty (30) calendar days before the date of termination.

b. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695. Micro Fiched

c. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

d. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo

General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo. Micro Fiched

e. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

_____
PAUL ROSCHEN, M.D.

FILED
JUN 2 9 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76-151

(Occupational Therapy and Recreational Activities Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and EVELYN E. HUNT, Route 2, Box 1369, Grass Valley, California 95945, hereinafter called THERAPIST,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services on part time basis as required:

A. To provide occupational therapy services under the direction of the Medical Staff for the occupational rehabilitation of patients at Yolo General Hospital.

B. To prepare occupational therapy plans on each patient.

C. To maintain a written record of the therapy provided to and progress attained by each patient.

D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services at times to be determined by agreement between THERAPIST and Hospital Administrator.

2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST at the rate of TEN ($10) DOLLARS per hour.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor

practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform her work and functions except that THERAPIST by this agreement agrees to perform her work and functions at all times in strict accordance with the currently approved methods and practices in her profession and under the direction of the medical staff, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

B. This agreement shall commence on July 1, 1976, and shall terminate on June 30, 1977, unless sooner terminated by either party upon thirty (30) days' written notice, or upon THERAPIST's failure to maintain active registration status with the American Occupational Therapy Association, Inc.

C. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
EVELYN E. HUNT

FILED
JUN 29 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76- 150

(Agreement to Provide Physical Therapy Services)

THIS AGREEMENT made and entered into this 29th day of June, 1976, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

I. This agreement governs the furnishing of the following therapeutic services:

A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.

Micro Fiched

B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light and electricity, including:

1) Direction and assistance of patients in active and passive exercise, muscle re-eduction, and gait and functional training, activities of daily living including transfer activities and prosthetic training.

2) Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.

3) Application of whirlpool and contrast baths and moist packs.

C. Observation, recording, and reporting to the physician, of the patient's reaction to treatment and any changes in the patient's condition.

D. Instruction of patients in care and use of wheelchairs, braces, crutches, canes, and prosthetic and orthotic devices.

II. COUNTY AGREES AS FOLLOWS:

A. To pay THERAPIST as full compensation for his services rendered at the rate of 60% of the gross billings originated by the Department of Physical Therapy each month.

B. To provide at Yolo General Hospital all office space, equipment and office supplies necessary for the provision of therapeutic services hereunder.

Micro Fiched

III. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon him under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing his profession of physical therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform his work and functions except that THERAPIST does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his professional specialty and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

B. COUNTY expressly agrees that the work of THERAPIST may be done by such assistant therapists as THERAPIST may employ, or associates or partners in practice with THERAPIST, so long as approval of COUNTY is obtained prior to such practice by assistant therapist or associates or partners.

C. Neither this agreement nor any rights created hereunder are assignable.

D. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the

parties hereto, and no oral understandings and agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

E. The term of this agreement shall commence on July 1, 1976 and shall terminate on June 30, 1977. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

Micro Fiched

F. This agreement supersedes all prior agreements heretofore entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

_____
RONALD BROWN, R.P.T.

FILED
JUN 29 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76-152

(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and LEONIDAS, INC., a corporation, doing business as ALDERSON CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information,

ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

Micro Fiched

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1976 and shall terminate on June 30, 1977. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 94814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 75-111.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: 6-29-76

LEONIDAS, INC., a corporation, doing business as ALDERSON CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Administrator

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED

JUN 29 1976

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76-153

(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and LEON MIGUEL and PLACIDA MIGUEL, individually, and doing business as THE COUNTRY-SIDE NURSING AND CONVALESCENT HOME, hereinafter referred to as CONVALESCENT HOSPITAL,

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

Micro Fiched

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other

facility on a limited or general basis.

10. This agreement shall commence on July 1, 1976 and shall terminate on June 30, 1977. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 94814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 75-118.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: 6-29-76

LEON MIGUEL and PLACIDA MIGUEL, individually, and doing business as THE COUNTRYSIDE NURSING AND CONVALESCENT HOME
(Name of Skilled Nursing Home)

Placida Miguel
Administrator

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS

BK

RECEIVED
JUL 23 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
JUL 23 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

AGREEMENT NO. 76-154
(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and WESTERN MEDICAL ENTERPRISES, INC., doing business as DRIFTWOOD CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information,

ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

Micro Fiched

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1976 and shall terminate on June 30, 1977. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 94814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

Micro Fiched

12. This agreement supersedes Agreement No. 75-148.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: 6-29-76

WESTERN MEDICAL ENTERPRISES, INC., doing business as DRIFTWOOD CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Administrator

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED
JUN 29 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76- 155

(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and HACIENDA CONVALESCENT HOSPITAL, INC., doing business as HACIENDA CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information,

ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

Micro Fiched

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1976 and shall terminate on June 30, 1977. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

Micro Fiched

12. This agreement supersedes Agreement No. 75-112.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: 6-25-76

HACIENDA CONVALESCENT HOSPITAL, INC., doing business as HACIENDA CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Administrator

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED
JUN 2 91976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 76-156

(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SAINT JOHN'S RETIREMENT VILLAGE, INC., doing business as STOLLWOOD CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facility continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information,

ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

Micro Fiched

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certifications.

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814. Micro Fiched

12. This agreement supersedes Agreement No. 75-114.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: 6-25-76

SAINT JOHN'S RETIREMENT VILLAGE, INC., dba STOLLWOOD CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

(Administrator)

YOLO GENERAL HOSPITAL
Hospital

COUNTY OF YOLO, a political subdivision of the State of California

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS

RECEIVED
JUL 23 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
JUL 23 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
Deputy

AGREEMENT NO. 76- 157

(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SOMERSET WEST CAPITAL CONVALESCENT HOSPITAL, CORP., doing business as SOMERSET COLDEN STATE CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

Micro Fiched

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall commence on July 1, 1976 and shall terminate on June 30, 1977. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

11. This agreement shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

Micro Fiched

12. This agreement supersedes Agreement No. 75-113.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: 7-19-76

SOMERSET WEST CAPITAL CONVALESCENT HOSPITAL, CORP., dba SOMERSET GOLDEN STATE CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home

Mrs Tillie Dent
Administrator

COUNTY OF YOLO, a political subdivision of the State of California

YOLO GENERAL HOSPITAL
Hospital

BY Don D Barton
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED

JUN 29 1976

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 76-158

(Transfer Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and CAMELLIA CONVALESCENT HOSPITAL, INC., doing business as WOODLAND SKILLED NURSING FACILITY, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation

status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

Micro Fiched

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

/ / /

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 75-115.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

DATE: June 25, 1976

SIGNED:

WOODLAND SKILLED NURSING FACILITY
Skilled Nursing Home

Administrator

YOLO GENERAL HOSPITAL
Hospital

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

FILED
JUN 29 1976
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS Deputy

AGREEMENT NO. 76-159

(Agreement to provide Professional Instructional Services).

THIS AGREEMENT, made and entered into this 29th day of June, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RAUL ORTIZ, hereinafter referred to as CONTRACTOR.

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. Yolo County Youth Services Bureau desires to retain the services of CONTRACTOR to provide professional instructional services for a music, dance, art workshop, to be conducted from June 15, 1976 through August 31, 1976.
2. CONTRACTOR is capable of performing such services and desires to provide same to COUNTY, according to the terms and conditions set forth below.

AGREEMENTS.

1. CONTRACTOR hereby agrees to provide professional instructional services for a dance, art, and music workshop, according to the description of said program, marked Exhibit "A" attached hereto and incorporated herein by reference.
2. The term of this agreement shall commence on June 15, 1976, and terminate on August 31, 1976.
3. COUNTY hereby agrees to compensate CONTRACTOR for his professional instructional services according to the following schedule:

(a) For services rendered, THREE HUNDRED DOLLARS ($300.00) due and payable on July 1, 1976.

(b) For services rendered, SIX HUNDRED DOLLARS ($600.00) due and payable on August 1, 1976.

(c) For services rendered, SIX HUNDRED DOLLARS ($600.00) due

and payable on September 1, 1976.

Micro Fiched

4. In the performance of the work, duties and obligations devolving upon him under this contract, CONTRACTOR is at all times acting and performing as an independent contractor. COUNTY shall not have, nor exercise any control or direction over the methods by which CONTRACTOR performs his work and functions, except that CONTRACTOR does by this agreement agree to consult with the Youth Services Bureau concerning the nature of his program. The sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient, satisfactory and professional manner.

5. CONTRACTOR shall not assign any interest in this agreement to any other party without the prior written consent of COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

CONTRACTOR

ORIGINAL SIGNED:
RAUL ORTIZ

RAUL ORTIZ

EXHIBIT "A"

DANCE, ART AND MUSIC

Within the project, the youths will participate in dance, art and music forms. The classes will be conducted on a daily basis and organized specifically to work toward a cultural presentation. The youths involved will be exposed to the different dance forms used in various regions of Mexico and the historical, musical and cultural aspects of that particular region. The youth will also be involved in art classes designed to introduce the different artistic processes used in painting, Indian and Mestizo costumes and art as a means of self expression. In addition, the project is offering beginning Mexican guitar. This class will consist of the learning of Mexican music, guitar playing and basic singing techniques.

The summer arts project is aimed at elevating the self-concept of disadvantaged youth. Youth who come from a minority and/or poverty background have difficulties in expressing themselves. The present arts program offered by public schools does not generally meet the needs of these youth. Through outreach efforts and special program offerings, this project is designed to develop vehicles for positive self expression through dance, music and art forms.

Daily schedule:

9:00 - 11:00 am	Dance workshop
11:00 - 12:00	Guitar and voice
12:00 - 1:00 pm	Lunch
1:00 - 2:00	Costume history and design
2:00 - 4:00	art workshop - crafts , muralism, costumes

Micro Fiched

AGREEMENT NO. 76-169

FILED

NOV - 1 1976

LAURENCE P. HENIGAN, Clerk

By Deborah C. Kelley DEPUTY

EQUIPMENT AND OPERATION AGREEMENT

BOATING SAFETY AND ENFORCEMENT GRANT

THIS AGREEMENT is made and entered into this 29th day of June, 1976, by and between the State Department of Navigation and Ocean Development and the COUNTY OF YOLO

THE FOLLOWING TERMS are defined and hereinafter referred to as follows:

DEPARTMENT - The State of California acting by and through the Department of Navigation and Ocean Development.

COUNTY - The COUNTY of YOLO.

Micro Fiched

FEDERAL FUNDS - Those funds appropriated by the Federal Government under the Federal Boat Safety Act of 1971.

COUNTY FUNDS - Any funds appropriated for, or otherwise provided by COUNTY for operation and maintenance of BOATING SAFETY AND ENFORCEMENT EQUIPMENT.

TERM OF OPERATION - That period of time commencing on the date first herein appearing and terminating five (5) years thereafter.

BOATING SAFETY EQUIPMENT for use in boating safety and boating law enforcement.

W I T N E S S E T H

WHEREAS, pursuant to Section 61.4 of the Harbors and Navigation Code, the Director of DEPARTMENT, with the approval of the Director of Finance, may accept on behalf of DEPARTMENT Federal grants for the purposes for which the DEPARTMENT is established; and

WHEREAS, FEDERAL FUNDS have been provided to DEPARTMENT for the purpose of improving boating safety and law enforcement; and

WHEREAS, DEPARTMENT finds that an improved boating safety and law

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 8-72)

enforcement program can be accomplished if funds are provided for the purpose of patrolling the navigable waters of the State; and

WHEREAS, COUNTY is desirous of improving its boating safety and law enforcement program; and

WHEREAS, DEPARTMENT and COUNTY desire to enter into an agreement to provide for the operation and maintenance of a BOATING SAFETY PATROL.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

Micro Fiched

1. COUNTY will buy in accordance with DEPARTMENT specifications BOATING SAFETY EQUIPMENT and DEPARTMENT will use FEDERAL FUNDS to reimburse the COUNTY for actual documented cost of same (not to exceed $6,000.00). Purchase shall be completed within 90 days of approval of contract.

2. During TERM OF OPERATION, COUNTY shall, with funds available to COUNTY operate and maintain A BOATING SAFETY PATROL or cause to be operated and maintained, and DEPARTMENT shall not be held liable for the cost of said operation and maintenance, except as otherwise specified herein. Such maintenance shall include, but not be limited to, keeping BOATING SAFETY EQUIPMENT in good repair.

3. During TERM OF OPERATION, COUNTY shall keep complete and accurate records of all expenditures pertaining to the purchase of additional equipment, operation and maintenance of BOATING SAFETY EQUIPMENT and said records shall, at all reasonable times, be open and available for inspection and audit by any duly authorized official of DEPARTMENT

4. COUNTY shall patrol an average of TWENTY (20) hours per week.

5. COUNTY agrees to replace, at COUNTY expense, the BOATING

COUNT PAPER
STATE OF CALIFORNIA

SAFETY EQUIPMENT if destroyed or rendered useless by any casualty, including but not limited to, fire, theft, acts of vandalism or other disaster, whether enumerated here or not, during the TERM OF OPERATION.

6. COUNTY hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

7. The parties hereto agree that COUNTY and any of its agents and employees in the performance of this agreement shall act in an independent capacity, and not as officers or employees or agents of DEPARTMENT

Micro Fiched

8. COUNTY shall, insofar as allowable by law, indemnify, hold harmless, and defend DEPARTMENT and the State of California, officers, agents, and employees of either of them against any and all claims, demands, costs, expenses, or liabilities arising out of the acquisition, operation and maintenance of BOATING SAFETY EQUIPMENT except for liability arising out of the sole negligence of DEPARTMENT, its officers, agents, or employees, and for which DEPARTMENT is otherwise responsible.

9. COUNTY hereby waives all claims and recourse against the DEPARTMENT, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to the operation and maintenance of BOATING SAFETY EQUIPMENT except claims arising from the sole negligence of DEPARTMENT, its officers, agents or employees, and for which DEPARTMENT is otherwise legally responsible.

10. In the event DEPARTMENT and/or the State of California is named as codefendant in any legal action concerning operation and maintenance of BOATING SAFETY EQUIPMENT, , shall notify DEPARTMENT of such fact, and shall defend DEPARTMENT in such legal action, unless

COURT PAPER
STATE OF CALIFORNIA

DEPARTMENT undertakes to represent itself, in which event DEPARTMENT shall bear its own litigation costs, expenses and attorney's fees.

11. During TERM OF OPERATION, this agreement shall not, nor shall any interest herein or hereunder be assigned, mortgaged, hypothecated, or transferred, either by COUNTY or by operation of law, without prior written approval of DEPARTMENT.

Micro Fiched

12. During TERM OF OPERATION, this agreement, at the option of DEPARTMENT, may be terminated by DEPARTMENT for the material breach by COUNTY of any of the terms herein. Such termination shall become effective NINETY (90) days following date of written notification by DEPARTMENT to COUNTY as provided in paragraph 16 herein. In the event of such termination, ownership of said BOATING SAFETY EQUIPMENT shall revert to DEPARTMENT, and COUNTY agrees promptly to execute any documents necessary to effect appropriate changes in pertinent public records. The said right of termination and/or the reversion of title to the BOATING SAFETY EQUIPMENT are hereby declared to be in addition to and not in lieu of any other remedies for breach of this agreement which State may have.

13. During TERM OF OPERATION, this agreement, at the option of DEPARTMENT, may be terminated immediately if the legislative body of COUNTY fails to appropriate funds necessary for compliance with terms of this contract.

14. During TERM OF OPERATION, this agreement, at the option of COUNTY may be terminated by COUNTY for the material breach by DEPARTMENT of any of the terms of this agreement, or for any acts or omissions by DEPARTMENT, or occurrences beyond the control of COUNTY which render it impossible for COUNTY to comply with the terms and provisions of this agreement. Such termination shall become effective NINETY (90) days following date of

COURT PAPER
STATE OF CALIF.
STD. 113 (REV. 8-72)
MSC 10 000

written notification by COUNTY to DEPARTMENT, as provided in paragraph 16 herein. In the event of such termination, COUNTY shall deliver BOATING SAFETY EQUIPMENT to DEPARTMENT, and upon request, execute any documents necessary to effect appropriate changes in pertinent public records.

15. The acquisition, use, and disposition of all equipment purchased with Federal monies will be subject to Federal Management Circular 74-7, Attachment N and O, and are herein made a part of this agreement. Micro Fiched

16. In the event either party desires or is required to send notice to the other, such notice shall be deemed to have been given when mailed to the address set out below, or at such other address as may, from time to time, be designated in writing by the parties, with first class postage fully prepaid thereon.

TO DEPARTMENT. Department of Navigation and
Ocean Development
1416 Ninth Street, Room 1336
Sacramento, California 95814

To YOLO COUNTY BOARD OF SUPERVISORS
P. O. BOX 1095
WOODLAND, CA 95695

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove appearing.

STATE OF CALIFORNIA
Department of Navigation
and Ocean Development

By _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By _____

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: Micro Fiched
LAURENCE P. HENIGAN, Clerk

By _____
DEPUTY

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with, and this document is exempt from review or approval by the Department of Finance.

_____
Director

AUG 31 1973

PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part by it with Federal funds by State and local governments. Federal grantor agencies shall require State and local governments to observe these standards under grants from the Federal Government and shall not impose additional requirements unless specifically required by Federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.

Micro Fiched

2. The following definitions apply for the purpose of this attachment:

a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.

c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of $300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.

d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.

e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.

3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:

a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.

b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.

Micro Fiched

c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.

4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:

a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4a(4), but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:

(1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall

use the property in connection with other Federal grants it has received in the following order of priority:

(a) Other grants of the same Federal grantor agency needing the property.

(b) Grants of other Federal agencies needing the property.

(2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:

Micro Fiched

(a) Nonexpendable property with an acquisition cost of less than $500 and more than four years old. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

(b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of Federal participation in the grant program to the current fair market value of the property.

(3) If the grantee has no need for the property, disposition of the property shall be made as follows:

(a) Nonexpendable property with an acquisition cost of $1,000 or less. Except for that property which meets the criteria of (2)(a) above, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii) below.

(b) Nonexpendable property with an acquisition cost of over $1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

(i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.

(ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.

(iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain $100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.

Micro Fiched

(4) Where the grantor agency determines that property with an acquisition cost of $1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

(a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.

(b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4a(1), 4a(2)(b), and 4a(3)(b).

b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property made available by the Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.

5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements:

a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.

b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

Micro Fiched

c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

d. Adequate maintenance procedures shall be implemented to keep the property in good condition.

e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

6. When the total inventory value of any unused expendable personal property exceeds $500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a(2)(b).

7. Specific standards for control of intangible property are provided as follows:

a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with

"Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

b. Where the grant results in a book or other copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

Micro Fiched

PROCUREMENT STANDARDS

1. This attachment provides standards for use by the State and local governments in establishing procedures for the procurement of supplies, equipment, construction, and other services with Federal grant funds. These standards are furnished to insure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal law and Executive orders. No additional requirements shall be imposed by the Federal agencies upon the grantees unless specifically required by Federal law or Executive orders.

Micro Fiched

2. The standards contained in this attachment do not relieve the grantee of the contractual responsibilities arising under its contracts. The grantee is the responsible authority, without recourse to the grantor agency regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a grant. This includes but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law are to be referred to such local, State, or Federal authority as may have proper jurisdiction.

3. Grantees may use their own procurement regulations which reflect applicable State and local law, rules and regulations provided that procurements made with Federal grant funds adhere to the standards set forth as follows:

a. The grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal grant funds. Grantee's officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by State or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the grantee officers, employees, or agents, or by contractors or their agents.

b. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The grantee should be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.

c. The grantee shall establish procurement procedures which provide for, as a minimum, the following procedural requirements:

(1) Proposed procurement actions shall be reviewed by grantee officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

Micro Fiched

(2) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement, and when so used the specific features of the named brand which must be met by offerors should be clearly specified.

(3) Positive efforts shall be made by the grantees to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds.

(4) The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(5) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (6) below is necessary to accomplish sound procurement. However, procurements of $2,500 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and

is most advantageous to the grantee, price and other factors considered. (Factors such as discounts, transportation costs, taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

(6) Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. Generally, procurements may be negotiated by the grantee if:

(a) The public exigency will not permit the delay incident to advertising;

Micro Fiches

(b) The material or service to be procured is available from only one person or firm; (All contemplated sole source procurements where the aggregate expenditure is expected to exceed $5,000 shall be referred to the grantor agency for prior approval.)

(c) The aggregate amount involved does not exceed $2,500;

(d) The contract is for personal or professional services, or for any service to be rendered by a university, college, or other educational institutions;

(e) The material or services are to be procured and used outside the limits of the United States and its possessions;

(f) No acceptable bids have been received after formal advertising;

(g) The purchases are for highly perishable materials or medical supplies, for material or services where the prices are established by law, for technical items or equipment requiring standardization and interchangeability of parts with existing equipment, for experimental, developmental or research work, for supplies purchased for authorized resale, and for technical or specialized supplies requiring substantial initial investment for manufacture;

(h) Otherwise authorized by law, rules, or regulations.

Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.

(7) Contracts shall be made only with responsible contractors who possess the potential ability to perform sucessfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

Micro Fiched

(8) Procurement records or files for purchases in amounts in excess of $2,500 shall provide at least the following pertinent information: justification for the use of negotiation in lieu of advertising, contractor selection, and the basis for the cost or price negotiated.

(9) A system for contract administration shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely followup of all purchases.

4. The grantee shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts and subgrants:

a. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contracts terms, and provide for such sanctions and penalties as may be appropriate.

b. All contracts, amounts for which are in excess of $2,500, shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. In all contracts for construction or facility improvement awarded in excess of $100,000, grantees shall observe the bonding requirements provided in Attachment B to this circular.

WHITE—HQ QUARTERS
YELLOW—DISTRICT
PINK—DISTRICT COPY
GOLDENROD—FIELD MAN
GREEN—CONTROLLER
BLUE—CONTRACTOR'S FILE

AGREEMENT NO. 76-161
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Sheet 1 of 3
Yol Co. Var Route P.M.

SOURCE DIST.	SOURCE UNIT	CHARGE DIST.	CHARGE UNIT	EXPENDITURE AUTH.	APPROPRIATION	OBJECT	No Federal Funds Involved
03	VAR	—		505 VAR		749	6,300 00

SERVICE CONTRACT No. 39533 H
This number to be placed on all bills

Marysville, CALIFORNIA, July 1, 1976

Contractor's Name County of Yolo, c/o Herbert W. Chandler (Please bill as above) Agricultural Commissioner Phone 666-8263

Address P.O. Box 175 Woodland, CA 95695

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppergrass, Poison Oak, Cocklebur, Mexican Whorled Milk Weed, Woolly Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle and Jimson Weed on State highway rights of way in Yolo County, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
16	Knights Landing to Colusa County Line
80	Solano County Line to Junction Route 5
5	Solano County Line to Junction Route 80
5	Between Sacramento County Line and Colusa County Line

Micro Fiched

FILED
OCT 28 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Crosby DEPUTY

CHARLES R. MACK
COUNTY COUNSEL
BY [signature]
CHIEF DEPUTY COUNTY COUNSEL

(Continued)

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same; provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

By [signature]
Asst. District Maintenance Engineer

Approved by [signature]
J. D. [illegible]
CONTRACT OFFICER

Date 8-3-76

CONTRACTOR

COUNTY OF YOLO

FROM [illegible] XXXXXXXXXXXX

By [signature]
[illegible] BOARD OF SUPERVISORS,
[illegible] YOLO, STATE OF CALIFORNIA
[illegible] Position

→ MAIL BILLS IN TRIPLICATE TO:

Department of Transportation
P.O. Box 911
Marysville, CA 95901

FORM DH-OE 1284 (6-74)

A.—The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director of Transportation, the State Highway Engineer and the Chief of Administrative Services against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

B.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

Micro Fiche

C.—The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and he shall, at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

D.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

E.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Transportation of the State of California.

F.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

G.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

Materials to be used and application rates are as follows:

2,4-D Amine	- 2 Qts. per acre	Ureabor	- 2 Lbs. per 100 sq. ft.
AT-90	- 1-2 Lbs. per acre	M.S.M.A.	- 2 Qts. per acre
Karmex	- 5 Lbs. per acre	Dowpon C	- 30 Lbs. per acre
Phytar	- 3 Qts. per acre	Ammate X	- 60 Lbs. per acre
Princep	- 5 Lbs. per acre	Surfactant	- 1 Pt. per acre
Krovar	- 5 Lbs. per acre	Roundup	- 2 Qts. per acre
Hyvar X	- 2-4 Lbs. per acre		

No materials, other than those listed above, shall be used unless specific approval has been obtained from the State.

Micro Fiched

It is understood that control and/or eradication of the aforementioned noxious weeds will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$9.00 per hour
Equipment	$4.00 per hour
Supplies	Cost plus sales tax, if such applies

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

AMOUNT NOT TO EXCEED: $6,300.00

THIS CONTRACT EXPIRES: June 30, 1977

This contract supersedes Service Contract No. 39133.

On November 1, 1974, the Department of Transportation was reorganized. The Chief Engineer, Department of Transportation, succeeded to and was vested with all the duties, powers, purposes and responsibilities and jurisdiction with regard to construction or maintenance contracts of the State Highway Engineer, Division of Highways. All references in this contract or in its related documents to the Engineer or State Highway Engineer shall be deemed to mean the Chief Engineer, Department of Transportation, and all references to the Division of Highways in the contract documents shall be deemed to mean the Department of Transportation.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FILED

JUN 29 1976,

LAURENCE P. HENIGAN Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 76-162

(Agreement for Janitorial Services for the Woodland Justice Court, Third and Court Streets, Woodland, California)

THIS AGREEMENT, made and entered into this 29th day of June, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, dba, RELIABLE MAINTENANCE SERVICE, 511 Maple Street, West Sacramento, CA. 95691, hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to furnish sufficient personnel, with requisite skills, to provide janitorial services for the entire interior of the Woodland Justice Court, Third and Court Streets, Woodland, CA., (first floor only) and the exterior entry and sidewalk.

A. Services shall include:

1. Daily

a. Empty wastebaskets

b. Empty ashtrays and clean

c. Dust bookcases, filing cabinets, chairs, horizontal desk surfaces and office equipment throughout building.

d. Clean sink in kitchen

e. Vacuum carpeted areas

f. Spot clean carpets as required.

g. Spot clean walls as required.

h. Replace burned out light bulbs. (Replacement bulbs furnished by COUNTY).

i. Clean, polish and disinfect wash basins, toilets and urinals in restrooms.

j. Damp mop restroom and kitchen floors.

k. Fill soap, paper towel, seat cover and toilet

tissue dispensers. (Supplies furnished by COUNTY).

l. Remove accumulated trash to outside refuse container.

m. Spot clean windows and doors as needed.

2. Weekly.

a. Wet mop all vinyl floors with disinfectant.

b. High dust ceilings, moldings and light fixtures.

c. Vacuum fabric covered furniture.

Micro Fiched

d. Damp wipe vinyl furniture.

e. Dust vertical surfaces of cabinets, desks, etc.

f. Damp wipe waste baskets, if necessary.

g. Sweep entry way and exterior sidewalk area and wash down.

3. Monthly.

a. Wax vinyl floors.

b. Wash all windows (inside and out)

4. Annually.

a. Steam clean all carpets thoroughly

5. At All Times.

a. Maintain custodial storage room in a neat and orderly condition.

B. The period of the contract shall be from July 1, 1976 through June 30, 1977, and will be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed five days each week, except for weekday official holidays recognized by

COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issurance of a "Notice of Inadequate Performance specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period the contract may be revoked upon 15 day written notification to CONTRACTOR.

Micro Fiched

E. Supervisory personnel of CONTRACTOR shall make inspection of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual service, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, phone 666-8208, that such services are to be accomplished.

F. Unusual occurences or problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. will be reported to the Department head specified above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb paper on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey

trash to outside refuse collection point.

L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, first, or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

Micro Fiched

M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, maintain in full force and effect a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay CONTRACTOR the sum of ONE HUNDRED NINETY EIGHT DOLLARS ($198.00) per month.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California,

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

RELIABLE MAINTENANCE

BY _____
OTTO SPRINK - CONTRACTOR